



भारत का राजपत्र The Gazette of India

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सं० 37]

नई दिल्ली, शनिवार, सितम्बर 10, 1988/भाद्र 19, 1910

No. 37]

NEW DELHI, SATURDAY, SEPTEMBER 10, 1988/BHADRA 19, 1910

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

विधि एवं न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 23 अगस्त, 1988

सूचना

का.प्रा. 2668.—नोटरीय नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री विद्याधर भार्गव, अधिवक्ता, ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे अजमेर में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी रूप में नियुक्ति पर किसी भी प्रकार का आपक्ष प्रस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5 (25)/88-न्या.]

के.डी. सिंह, सक्षम प्राधिकारी

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 23rd August, 1988

NOTICE

S.O. 2668.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that

2183 GI/88—1

(3323)

application has been made to the said Authority, under rule 4 of the said Rules, by Shri Vidhya Dhar Bhargava, Advocate, for appointment as a Notary to practice in Ajmer, Rajasthan.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(25)/88-Judl.]

K. D. SINGH, Competent Authority

विस्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 4 जुलाई, 1988

(साय-कर)

का.प्रा. 2669.—सायकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा उक्त उप-खण्ड के प्रयोजनार्थ "श्री गुरुवायूरन मण्डिका समाजम, मद्रास" को कर-निर्धारण वर्ष 1986-87 से 1988-89 तक के प्रत्येक वर्ष के प्रत्येक वर्ष के लिए अधिसूचित करती है।

[सं. 8024/का.स. 197/9/88-गु.क. 1(नं०२१)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 4th July, 1988

(INCOME-TAX)

S.O. 2669.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Guruvayoorappan Asthika Samajam, Madras" for the purpose of the said sub-clause for the assessment year 1986-87 to 1988-89.

[No. 8024/F. No. 197/9/88-IT(A1)]

का. प्रा. 2670.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त उप-खण्ड के प्रयोजनार्थ, "इण्डिया बाईबल सोसाइटी ट्रस्ट एसोसिएशन बंगलोर" को कर-निर्धारण वर्ष 1985-86 से 1988-89 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 8021/का.सं. 197ए/14/82-प्रा.क. (नि.-1)]

S.O. 2670.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "India Bible Society Trust Association, Bangalore" for the purpose of the said sub-clause for the assessment years 1985-86 to 1988-89.

[No. 8021/F. No. 197A/14/82-IT(A1)]

का. प्रा. 2671.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त उप-खण्ड के प्रयोजनार्थ, "अरुलमिगु शिवलगननाथस्वामी मन्दिर थिरुपुंगुर" को कर-निर्धारण वर्ष 1984-85 से 1988-89 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 8018/का.सं. 197/16/85-प्रा.क. (नि.-1)]

S.O. 2671.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arulmigu Shivaloganathaswami Temple, Thirupungur" for the purpose of the said sub-clause for the assessment years 1984-85 to 1988-89.

[No. 8018/F. No. 197/16/85-IT(A1)]

नई दिल्ली, 5 जुलाई, 1988

(आय-कर)

का. प्रा. 2672.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त उपखण्ड के प्रयोजनार्थ, "दि चर्च ऑफ साउथ इण्डिया ट्रस्ट एसोसिएशन, मद्रास" को कर-निर्धारण-वर्ष 1987-88 और 1988-89 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 8030/का.सं. 197/195/87-प्रा.क. (नि.-1)]

आनन्द किशोर, अधर सचिव

New Delhi, the 5th July, 1988

INCOME-TAX

S.O. 2672.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Church of South India Trust Association,

Madras" for the purpose of the said sub-clause for the assessment years 1987-88 and 1988-89.

[No. 8030/F. No. 197/195/87-IT(A1)]

ANAND KISHORE, Under Secy.

नई दिल्ली, 26 अगस्त, 1988

भा.पे.

स्टाम्प

का. प्रा. 2673.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार, वित्त-मंत्रालय (राजस्व विभाग) के का. प्रा. 864 दिनांक 17-2-1988 के भा.पे. के अधिसूचना में केन्द्रीय सरकार एतद्वारा उक्त शुल्क को माफ करती जो म्यूनिस्वियर पावर कारपोरेशन लिमिटेड, नई दिल्ली द्वारा जारी किए जाने वाले मास एक सौ छबीस करोड़ और बावन लाख रु. के मूल्य के एक-एक हजार रु. के श्रेणी के 13 प्रतिशत प्रतिवर्ष (कर-योग्य) धारित विमोक्ष्य बंधपत्र तथा श्रेणी "ख" 9 प्रतिशत प्रतिवर्ष (कर-योग्य) धारित विमोक्ष्य बंधपत्र के रूप में उल्लिखित प्रामिसरी नोटों के स्वरूप के बंधपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 35/88-स्टाम्प-का. सं. 33/8/88-बि. क.]

बी. आर. मेहमी, अधर सचिव

New Delhi, the 26th August, 1988

ORDER

STAMPS

S.O. 2673.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) and in supersession of the order of the Government of India in the Ministry of Finance (Department of Revenue) No. S.O. 864 dated 17-2-1988, the Central Government hereby remits the duty with which the bonds in the nature of Promissory notes described as category 'A' 13% per annum (taxable) secured redeemable bonds and category 'B' 9% per annum (taxable) secured redeemable bonds of Rs. 1000 each of the value of rupees one hundred twenty six crores and fifty two lakh only issued by Nuclear Power Corporation Limited, New Delhi are chargeable under the said Act.

[No. 35/88/Stamp/F. No. 33/8/88-ST]

B. R. MEHMI, Under Secy.

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 19 अगस्त, 1988

का. प्रा. 2674.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिकारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10ख की उपधारा (1) और (2) के प्रावधान बनारस स्टेट बैंक लि., बाराणसी पर 24 जून, 1988 से 23 सितम्बर, 1988 तक की तीन महीने की अवधि के बास्ते अथवा उक्त बैंक के नियमित पूर्णकालिक अध्यक्ष और मुख्य कार्यपालक अधिकारी की नियुक्ति होने तक, इनमें से जो भी पहले हो, लागू नहीं होंगे।

[संख्या 15/10/88-बी ओ -III]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 19th August, 1988

S.O. 2674.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) and section 10-B of the said Act, shall not apply to the Benares State Bank Limited, Varanasi for a period of three months from 24th June, 1988 to 23rd September, 1988 or till the appointment of a regular wholetime Chairman and Chief Executive Officer for that Bank whichever is earlier.

[No. 15/10/88-B.O.III(1)]

का. भा. 2675 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-B की उपधारा (9) के प्रावधान बनारस स्टेट बैंक लि., वाराणसी पर दिनांक 24 जून, 1988 से 23 सितम्बर, 1988 तक अथवा उक्त बैंक के नियमित पूर्णकालिक अध्यक्ष और मुख्य कार्यपालक अधिकारी की नियुक्ति होने तक, इनमें से जो भी पहले हो, उस सीमा तक लागू नहीं होंगे जहाँ तक बैंक को चार महीने से अधिक की अवधि के वास्ते अध्यक्ष और मुख्य कार्यपालक अधिकारी का कार्य करने के वास्ते किसी व्यक्ति को नियुक्त करने की छूट प्राप्त है।

[संख्या 15/10/88-बी.ओ.-III(2)]

S.O. 2675.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (9) of section 10-B of the said Act shall not, to the extent they preclude the bank from appointing a person to carry out the duties of a Chairman and Chief Executive Officer beyond a period exceeding four months, apply to the Benares State Bank Ltd., Varanasi from 24th June, 1988 to 23rd September, 1988 or till the appointment of a regular wholetime Chairman and Chief Executive Officer for that bank, whichever is earlier.

[No. 15/10/88-B.O. III(ii)]

का. भा. 2676 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध धन-सहमी बैंक लि., त्रिचूर पर 30 सितम्बर, 1988 तक उस सीमा तक लागू नहीं होंगे जहाँ तक उसका सम्बन्ध निर्धारित प्रक्रिया के अनुसार सेवा परीक्षकों की रिपोर्ट सहित 31 सितम्बर, 1987 के लेखे और तुलन पत्र के प्रकाशन तथा विवरणियों के रूप में उसकी तीन प्रतियाँ 30 जून, 1988 तक की गयी हुई अवधि के अन्तर्गत भारतीय रिजर्व बैंक के पास भेजने से है।

[संख्या 15/2/88-बी.ओ.-III (1)]

S.O. 2676.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act, shall not apply to the Dhanalakshmi Bank Ltd., Trichur upto 30th September, 1988 in so far as it is required to publish the accounts and

balance sheet, as at 31st December, 1987 together with the auditor's report in the prescribed manner and submit three copies thereof as returns to the Reserve Bank within the extended period upto 30th June, 1988.

[No. 15/2/88-B.O.III(i)]

का. भा. 2677 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय अनुसूची में फॉर्म "क" के साथ संलग्न टिप्पणी (घ) के उपबन्ध धनसहमी बैंक लि. पर, जहाँ तक उसका सम्बन्ध 31 दिसम्बर, 1987 को उसके तुलन-पत्र से है, लागू नहीं होंगे।

[संख्या 15/2/88-बी.ओ.-III (2)]

प्राणनाथ, अवर सचिव

S.O. 2677.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the Form 'A' in the Third Schedule to the said Act shall not apply to the Dhanalakshmi Bank Ltd., Trichur in respect of its balance sheet as at the 31st December, 1987.

[No. 15/2/88-B.O.III(ii)]

PRAN NATH, Under Secy.

संयुक्त मुख्य नियंत्रक आयात निर्यात का कार्यालय, (केन्द्रीय लाइसेंस क्षेत्र)

नई दिल्ली, 20 मार्च, 1987

निरस्त आवेदों

का. भा. 2678 :—मैसर्स सिल्वरवेयर एक्सपोर्टर्स जी-14, पोरजावा स्ट्रीट, मुराबाबाद को निम्नलिखित अग्रिम लाइसेंस एवं डी.इ.सी. बुक जारी किये गए थे :—

क्र. सं.	अग्रिम लाइसेंस/ डी.इ.सी. बुक का नंबर एवं तारीख	लागत-सीमा भाड़ा मूल्य	आयात की मर दिया
1.	पी/एस/3083397 दिनांक 7-5-85	8,48,500/- रु.	60250 किलो- ग्राम जर्मेन सिल्वर स्ट्रैप
2.	डी.इ.सी. बुक नं. 013345 (अम्बई) दिनांक-5-9-85		

यथासंशोधित आयात (नियंत्रण) आवेदन, 1955 की धारा 9(1) (घ) में प्रदत्त शक्तियों का प्रयोग करते हुए मैं, मैसर्स सिल्वर वेयर एक्सपोर्टर्स जी-14, पोरजावा स्ट्रीट, मुराबाबाद-244001 को जारी उपरोक्त उल्लिखित लाइसेंस एवं डी.इ.सी. बुक को निरस्त करता हूँ।

[का. सं.-एड/बी/लाइ/मुराबाद/2924/एमएम/85 एएलएन-III/मैसर्स/1437]

ए.जी.बी. सुब्बु, उप मुख्य नियंत्रक, आयात-निर्यात,
कृते संयुक्त मुख्य नियंत्रक आयात-निर्यात

OFFICE OF THE CHIEF JOINT CONTROLLER OF
IMPORT & EXPORTSCentral Licencing Area
New Delhi the 20th March, 1987
CANCELLATION ORDERS.G. 2678.—M/s. Silver Ware Exports, G-14, Peerzada Street,
Moradabad was granted the following Advance licences and
DEEC Book:—

Sl. No. & Date of Advance licence /DEEC Book	CIF Value	Item of Import
1. P/L/3083397 dt. 7-5-85	Rs 8,48,500/-	60250 Kgs, German Silver Scrap.
2. DEEC Book No 013345 (Bom) dt 5-9-85	—	—

In exercise of the powers conferred under Clause 9(i)
(d) of the Import (Control) Order, 1955, as amended, I cancel
the above mentioned licence DEEC Book issued to M/s.
Silver Ware Exports, G-14, Peerzada Street, Moradabad-244001[F.No. ADV/LIC/UDS/292/AM-85/ALS III/CLA 3437]
A.G.V. SUBBU, Dy. Chief Controller of Imports & Exports
For Jt. Chief Enforced of Import & Exports

ऊर्जा संस्थालय

(कोयला विभाग)

नई दिल्ली, 18 अगस्त, 1988

शुद्धि-पत्र

का. भा. 2679:—भारत के राजपत्र दिनांक 19 सितम्बर,
1987 के भाग-II, खंड-3, उपखंड (ii) में पृष्ठ 3112 से 3113
पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की
अधिसूचना का. भा. सं. 2516 दिनांक 1 सितम्बर, 1987 में:—

पृष्ठ 3112—पर अधिसूचना में:—

- (1) "किए जाने की संभावना है" के स्थान पर "किए जाने की संभावना है" पढ़िए
अधिसूची में:—
- (2) "पूर्वक्षण के लिए अधिसूचित भूमि" के स्थान पर "पूर्वक्षण के लिए अधिसूचित भूमि" पढ़िए।
- (3) "पटवारी" स्तम्भ में के स्थान पर "पटवारी साजा" पढ़िए।
- (4) "तहसील साजा" स्तम्भ के स्थान पर "तहसील" पढ़िए।
- (5) क्र. सं. 2 में ग्राम का नाम स्तम्भ के नीचे "सुबे" के स्थान पर "सुबई" पढ़िए और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो उसी जगह "सुबई" पढ़िए।
- (6) क्र. सं. 4 में ग्राम का नाम स्तम्भ के नीचे "कवितापेठ" के स्थान पर "कविपेठ" पढ़िए और "धानोरा" के स्थान पर "धानोरा" पढ़िए और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो उसी जगह "कविपेठ" और "धानोरा" पढ़िए।
- (7) "सीमा वर्णन" के स्थान पर "सीमा वर्णन" पढ़िए और रेखा शंक में "सुबेग्राम और बहर स्टेशन" के स्थान पर "सुबई और बहर स्टेशन" पढ़िए।

[का. सं. 43015/13/87-सी. ए./स. उल्हस]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 18th August, 1988

CORRIGENDUM

S.O. —In the notification of the Government of India in the Ministry of Energy (Department of Coal) S.O. No. 2516 dated the 1st September, 1987 published at pages 3112 to 3113 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 19th September, 1987, at page 3113,—

In the Schedule :

1. At serial number 1, for "Virur (Station)" Read "Wurur (Station)";

In the Boundary description :

2. In line A-8, for "Soth Central Railway" Read "South Central Railway";

3. For line "B-3" Read "B-C" and in the line for "aolng" Read "along".

[No. 43015/13/87-CA/LSW]

का. भा. 2680:—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का. भा. 310, तारीख 4 जनवरी, 1988 द्वारा, उस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट परिसर में 2575.17 एकड़ (लगभग) या 1042.160 हेक्टर (लगभग) माप की भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त 2575.17 एकड़ (लगभग) या 1042.160 हेक्टर (लगभग) भूमि में कोयला अभिप्राय है;

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उससे संलग्न अनुसूची में वर्णित 2525.17 एकड़ (लगभग) या 1042.62 हेक्टर (लगभग) माप की भूमि का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पणी 1:—इस अधिसूचना के अंगवर्त आने वाले क्षेत्र के रेखांक का निरीक्षण कलकत्ता सीधी (मध्य प्रदेश) के कार्यालय में या नार्दन कोलकोल्डस (राजस्व विभाग) सिमरीली (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

टिप्पणी 2:—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिनमें निम्न-लिखित उपबंध हैं:—

"8(1) किसी ऐसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितवद्ध कोई व्यक्ति अधिसूचना जारी की जाने के तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किसी अधिकारी के अर्जन के प्रति आशय कर मकेगा

स्पष्टीकरण :—इस धारा के अर्थात्पर यह धारणा नहीं माला जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आशेष सक्षम प्राधिकारी को लिखित रूप में किया जाएगा और सक्षम प्राधिकारी आशेषकर्ता को स्वयं खनन करने का या विधि व्यवसायी द्वारा मुनवाई का प्रारंभ देगा और ऐसे सभी आशेषों को मुनने के पश्चात् और ऐसी प्रतिरिक्त जांच, यदि कोई है, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिभूषित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आशेषों पर प्राप्ति विकारिणों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितवद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने के हकदार होता यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते।

टिप्पण : 3:—केन्द्रीय सरकार ने कोयला विधेयक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

गोरखी ब्लॉक "ख"
नार्दन कॉलफील्ड्स लि.
सिंगरीवा
जिला सीधी (म.प्र.)

आरेख सं. राजस्थ (9) 88-तारीख 15-4-88
(अर्जित की जाने वाली भूमि को दर्शाते वाला)

सभी अधिकार

क्र. सं.	नाम	तहसील	जिला	क्षेत्र	टिप्पणियाँ
1.	जिंगीटोला	सिंगरीवा	सीधी	19.77	भाग
				(एकड़ लगभग)	
2.	पडारी	"	"	1349.16	"
3.	मुहूर	"	"	719.06	"
4.	चकुवार	"	"	98.84	"
5.	सीगाही	"	"	0.30	"
6.	सोलांग	"	"	338.29	"
7.	नौरहिया	जितरानी	"	27.18	"
8.	गोरखी	"	"	2.37	"
कुल क्षेत्र :				2575.17	
				एकड़ (लगभग)	
				या	
				1042.160	
				हेक्टर (लगभग)	

जिंगीटोला ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

485 (भाग), 486 (भाग), 401 (भाग) ।

पडारी ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

1271, 1272, 1273, 1274, 1275, (भाग), 1276 से 1284; 1285 (भाग), 1286 (भाग), 1287 (भाग), 1288 से 1310, 1311 (भाग), 1312 (भाग), 1313 (भाग), 1318 (भाग), 1351 (भाग), 1352 (भाग), 1353 (भाग), 1354, 1355 (भाग), 1358 (भाग), 1359, 1360, 1361 (भाग), 1366 (भाग), 1365 (भाग), 1367 (भाग), 1368, 1369, 1370, 1371, 1372 (भाग) ।

मुहूर ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

1 (भाग), 2 (भाग), 3 (भाग), 22, 23 (भाग), 24 (भाग), 26 (भाग), 27 से 30, 40 (भाग), 41 (भाग), 42 (भाग), 131, 132 (भाग), 133 (भाग), 134 (भाग), 135, 136 (भाग), 137 (भाग), 139 (भाग), 386 (भाग), 387 (भाग), 388 (भाग), 389 से 392 393 (भाग), 394 (भाग), 397 (भाग), 400 (भाग), 401 (भाग), 402 (भाग), 403 से 408, 409 (भाग), 410, 411 (भाग), 414 (भाग), 415 (भाग), 417 (भाग), 515, 519, 524 (भाग), 525 (भाग), 526 (भाग), 527, 534 ।

चकुवार ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

158 (भाग), 159 (भाग), 160 (भाग), 161 ।

सीगाही ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

90 (भाग) ।

सोलांग ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

459/6 (भाग), 460 (भाग), 461 (भाग), 462, 463, 464 (भाग), 465 ।

नौरहिया ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

124 (भाग), 125 (भाग), 126 (भाग) ।

गोरखी ग्राम में अर्जित किए जाने वाले प्लॉट सं. :

56 (भाग), 57 (भाग) ।

सीमा वर्णन :

क-ख रेखा मुहूर ग्राम के प्लॉट सं. 414, 411 और पडारी ग्राम के प्लॉट सं. 1372, 1365 और 1366 से होकर जाती है जो मुहूर ब्लॉक में धारा 7 के अधीन अर्जित क्षेत्र की सम्मिलित सीमा भी बनाती है ।

ख-ग रेखा पडारी ग्राम के प्लॉट सं. 1366, 1361, 1362,

1353, 1352 और जिंगीटोला ग्राम के प्लॉट सं. 491 और 486 से होकर जाती है ।

ग-घ रेखा जिंगीटोला ग्राम के प्लॉट सं. 486, 485 और पडारी ग्राम के प्लॉट सं. 1352, 1351, 1356, 1355, 1358, 1318, 1311, 1312, 1313, 1287, 1286 से होकर जाती है ।

घ-ङ रेखा ग्राम पडारी के प्लॉट सं. 1286, 1285 से होकर जाती है ।

ङ-च रेखा पडारी ग्राम के प्लॉट सं. 1285, 1275, 1270 और चकुवार ग्राम के प्लॉट सं. 159, 160, 158 तथा सीगाही ग्राम के प्लॉट सं. 80 एवं सोलांग ग्राम के प्लॉट सं. 464 से होकर जाती है ।

च-छ रेखा सोलांग ग्राम के प्लॉट सं. 464, 459/6, 461, 460 और मुहूर ग्राम के प्लॉट सं. 1, 2 तथा नौरहिया ग्राम के प्लॉट सं. 124, 125, 128 और गोरखी ग्राम के प्लॉट सं. 56 तथा 57 से होकर जाती है ।

छ-क रेखा गोरखी ग्राम के प्लॉट सं. 57, 56 नौरहिया ग्राम के

प्लॉट सं. 126, 128 और मुहुर ग्राम के प्लॉट सं. 3,525, 524,23, 24, 52, 26, 53, 52 एक असाधारण प्लॉट 51, 52, 515, 41, 40, 42 तथा सोलांग ग्राम के प्लॉट सं. 462 मुहुर ग्राम के प्लॉट सं. 482 मुहुर ग्राम के प्लॉट सं. 133, 132, 133, 134, 137, 136, 388, 387, 386, 394, 397, 400, 401, 402, 417, 415, 407 और 414 से होकर जाते हैं और आरंभिक बिन्दु "क" पर मिलती हैं ।

[फा. सं. 43015/21/87-एल. एस. डब्ल्यू.]

बी. बी. राव, अवर सचिव

S.O. 2680.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 310 dated the 4th January, 1988 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in 2575.17 acres (approximately) or 1042.160 hectares (approximately) of the lands in the locality specified in the schedule appended to that notification.

And whereas the Central Government is satisfied that coal is obtainable in 2575.17 acres (approximately) or 1042.160 hectares (approximately) of lands.

Now therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby gives notice of its intention to acquire the lands measuring 2575.17 acres (approximately) or 1042.160 hectares (approximately) described in the schedule appended hereto.

NOTE:—

1. The plan of the area covered by this notification can be inspected at the office of the Collector, Sidhi (Madhya Pradesh) or at the office of the Northern Coalfields (Revenue Section), Singrauli (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Calcutta.

2. Attention is hereby invited to the provision of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) which provides as follows:—

Objection to Acquisition.—(1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operations should not be undertaken by the Central Government or any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make, different reports in respect of different part of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled

to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

NOTE:—The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE
GORBI BLOCK "B"
NORTHERN COALFIELDS LIMITED
SINGRAULI
DISTRICT-SIDHI
MADHYA PRADESH
Drawing No. Rov/8/88, dated 15.4.88
(showing land to be acquired)

ALL RIGHTS

Sl. Village No.	Tahsil	District	Area	Remark
1. Chingitola	Singrauli	Sidhi	19.77 acres (approximately)	Part
2. Padari	"	"	1349.16	" "
3. Muher	"	"	719.05	" "
4. Chakuwar	"	"	98.84	" "
5. Sigahi	"	"	0.50	" "
6. Solang	"	"	350.29	" "
7. Naurhia	Chitrangi	"	27.10	" "
8. Gorbi	"	"	2.37	" "
Total area :			2575.17 acres (approximately)	or
			1042.160 hectares	"

Plot numbers to be acquired in village Chingitola :—

485 (P), 486(P), 491(P).

Plot numbers to be acquired in village Padari :—

1271, 1272, 1273, 1274, 1275(P), 1276 to 1284, 1285(P), 1286(P), 1287(P), 1288 to 1310, 1311(P), 1312(P), 1313(P), 1318(P), 1351(P), 1352(P), 1353(P), 1354, 1355(P), 1358(P), 1359, 1360, 1361(P), 1366(P), 1365(P), 1367(P), 1368, 1369, 1370, 1371, 1372(P). —

Plot numbers to be acquired in village Muher :—

1(P), 2(P), 3(P), 22,23(P), 24(P), 26(P), 27 to 39, 40(P), 41(P), 42(P), 131, 132(P), 133(P), 134(P), 135, 136(P), 137(P), 139(P), 386(P), 387(P), 388(P), 389 to 392, 393 (P), 394(P), 397(P), 400(P), 401(P), 402(P), 403 to 408, 409(P), 410, 411(P), 414 P, 415 P, 417 P, 515, 519, 524 P, 525 P, 526 P, 527, 534.

Plot numbers to be acquired in village Chakuwar :—

158(P), 159(P), 160(P), 161.

Plot numbers to be acquired in village Sigahi :—

80(P).

Plot numbers to be acquired in village Solang :—

459/6(P), 460(P), 461(P), 462, 463, 464(P), 465.

Plot numbers to be acquired in village Naurhia :—

124(P), 125(P), 126(P).

Plot numbers to be acquired in village Gorbi :—

56(P), 57(P).

BOUNDARY DESCRIPTION :—

A—B Line passes through plot numbers 414, 411 of village Muher and plot numbers 1372, 1367, 1365 and 1366 of village Padari which also forms common boundary of area acquired under Section 9 in Muher Block.

B—C Line passes through plot numbers 1366, 1361, 1362, 1353, 1352 of village Padari and plot numbers 491 and 486 of village Chingitola.

- C-D Line passes through plot numbers 406, 485 of village Chingitola and plot numbers 1352, 1351, 1356, 1355, 1358, 1318, 1311, 1312, 1313, 1287, 1286, of village Padari.
- D-E Line passes through plot numbers 1286, 1285 of village Padari.
- E-F Line passes through plot numbers 1205, 1275, 1270 of village Padari and plot numbers 159, 160, 158 of village Chakuwar and plot number 80 of village Sigahi and plot number 464 of village Solang.
- F-G Line passes through plot numbers 464, 459/6, 461, 460 of village Solang and plot numbers 1, 2, of village Muher and plot numbers 124, 125, 126 of village Naurhiya and plot numbers 56 and 57 of village Gorbi.
- G-A Line passes through plot number 57, 56 of village Gorbi, plot numbers 126, 125 of village Naurhiya plot numbers 3, 525, 524, 24, 526, 26, 53, 52, one unnumbered plot, 51, 52, 525, 41, 40, 42, of village Muher and plot number 462 of village Solang, plot numbers 132, 133, 134, 137, 136, 388, 387, 386, 394, 397, 400, 401, 402, 417, 415, 409 and 414 of village Muher and meets at starting point 'A'.

[No. 43015/21/87-LSW]

B.B. RAE, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 अगस्त, 1988

का.भा. 2681.—चूकि गैस अथॉरिटी आफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्गीकृत ग्रामों में उपयोग अधिकार अर्जन किया है एवं वह निम्न ग्रामों में कलाज/धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 9-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. शर्मा सक्षम प्राधिकारी गैस अथॉरिटी आफ इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित विभागों को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का विनांक अधिसूचित करता हूँ।

राज्य म.प्र.	जिला बतिया	तहसील बतिया
अनुसूची		
क्र.क.	नाम ग्राम	कार्य समाप्ति का विनांक
1.	हत्तलब	9-5-88
2.	गणेशखोरा	9-5-88

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 23rd August, 1988

S. O. 2681.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the

villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause 1 of section 7 (1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 9-5-88.

M.C. Raja Competent Authority, Ujjain/Guna hereby notify under rule 4(1) of the Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of operation laying the pipeline in these villages.

State M.P. District Datia Tahsil Datia

S. Name of the village No.	Date of termination of the operation
1. Hatlav	9-5-88
2. Ganesh-Kheda	9-5-88

का.भा. 2682.—चूकि गैस अथॉरिटी आफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्गीकृत ग्रामों में उपयोग अधिकार अर्जन किया है एवं वह निम्न ग्रामों में कलाज/धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. शर्मा सक्षम प्राधिकारी गैस अथॉरिटी आफ इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित विभागों को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का विनांक अधिसूचित करता हूँ।

राज्य--उत्तर प्रदेश, जिला--उन्नाव, तहसील--उन्नाव

अनुसूची

क्र.क.	नाम ग्राम	कार्य समाप्ति का विनांक
1.	सरमागर	30-5-88
2.	बुधोडा	30-5-88
3.	टिकरीपदमरा	30-5-88
4.	मनोहरपुर	30-5-88
5.	हड़डा	30-5-88
6.	लोहवा	30-5-88
7.	बोसतपुर	30-5-88
8.	बेहटा	30-5-88
9.	अबलगाँव सकौरा	30-5-88
10.	करनीपुर शिवपुरी	30-5-88
11.	सईपुर	30-5-88
12.	अपरीशाहपुर	30-5-88
13.	हटौली	30-5-88
14.	रायपुरसावन	30-5-88
15.	मरोई	30-5-88
16.	शिवपुर	30-5-88
17.	सैसईचपुर	30-5-88
18.	सैसई कोयल	30-5-88

S.O. 2682—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I.J.P. Srivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State Uttar Pradesh District Unnao Tahsil Unnao

S. Name of the village No.	Date of termination of the operation
1. Sarwager	30-5-88
2. Dughowra	30-5-88
3. Tekeripadamare	30-5-88
4. Manoharpur	30-5-88
5. Harha	30-5-88
6. Lohacha	30-5-88
7. Daulatpur	30-5-88
8. Behata	30-5-88
9. Achalgansakora	30-5-88
10. Karnipurshivpuri	30-5-88
11. Sayedpur	30-5-88
12. Chaprishahpur	30-5-88
13. Itauli	30-5-88
14. Raipursatan	30-5-88
15. Maroi	30-5-88
16. Shivpur	30-5-88
17. Bhansichatur	30-5-88
18. Bhaisaicol	30-5-88

का.आ. 2683.—कमांक जूँकि गैस अथॉरिटी ऑफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्न-लिखित अनुसूची में बर्णित ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में कलाज 1 धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इण्डिया लिमिटेड लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधि-सूचित करता हूँ।

राज्य उ.प्र. जिला गाज़ीपुर महसिल गाज़ीपुर

अनुसूची

अनु.क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1	2	3
1.	बलगावा	31-5-88
2.	जाजलपुर	31-5-88

1	2	3
3.	अखत्यारपुर	31-5-88
4.	अलियापुर	31-5-88
5.	अनुवाखेड़ा	31-5-88
6.	अमौर	31-5-88
7.	हसरामऊ	31-5-88
8.	रत्नापुर	31-5-88
9.	मोहम्मदपुर अजमाबाद	31-5-88
10.	धरनीधरमपुर	31-5-88
11.	अमरिया	31-5-88
12.	बहलोलपुर	31-5-88
13.	अमरियन	31-5-88
14.	किशूरगढ़	31-5-88
15.	नगरिया बालमपुर	31-5-88
16.	बलगावा बुजुर्ग	31-5-88
17.	मरौना	31-5-88
18.	मुर्झिया नरायन	31-5-88
19.	रामखेड़ा	31-5-88
20.	यारपुर	31-5-88
21.	हसनपुर रसकूपा	31-5-88
22.	बरगावा बुजुर्ग	31-5-88
23.	अरुआ	31-5-88
24.	पिपरोला अहमदपुर	31-5-88
25.	सिरोमनपुर	31-5-88
26.	गठेहरा	31-5-88
27.	गोपालपुर ठठियुरा	31-5-88
28.	सिमरिया साहसपुर	31-5-88
29.	बौलखेड़ा	31-5-88
30.	पलहीरा	31-5-88
31.	अम्भार	31-5-88
32.	अखत्यार नगर उर्फ हवनौरा	31-5-88
33.	ढोंडा कनवा	31-5-88
34.	ढोंडा पर्वत	31-5-88
35.	कुयकिला	31-5-88
36.	मुकुन्दपुर	31-5-88
37.	मिकरहन	31-5-88

S.O 2683.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 31-5-88.

I J.P. Srivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the

Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State Uttar Pradesh District Shahjahanpur

Tahsil Shahjahanpur

S. No.	Name of the village	Date of termination of the operation
1.	ornawa	31-5-88
2.	Jajalpur	31-5-88
3.	Akhtyarpur Baghaura	31-5-88
4.	Aliyapur	31-5-88
5.	Dhanuwa Khora	31-5-88
6.	Jamaur	31-5-88
7.	Hasramau	31-5-88
8.	Ragnapur	31-5-88
9.	Mohmadpur Ajmabad	31-5-88
10.	Dharni Dharampur	31-5-88
11.	Khamaria	31-5-88
12.	11 Waholpur	31-5-88
13.	Abhayam	31-5-88
14.	Kisurhaie	31-5-88
15.	Nagaria Alampur	31-5-88
16.	Baruwa Bujurag	31-5-88
17.	Marana	31-5-88
18.	Mudiya Narayan	31-5-88
19.	Ramkhara	31-5-88
20.	Yarpur	31-5-88
21.	Hasanpur Ruskupa	31-5-88
22.	Barua Khurd	31-5-88
23.	Arthuwa	31-5-88
24.	Pipraula Ahamadpur	31-5-88
25.	Siromanpur	31-5-88
26.	Gatchara	31-5-88
27.	Gopalpurthipura	31-5-88
28.	Simriya Sahaspur	31-5-88
29.	Banskhera	31-5-88
30.	Palhora	31-5-88
31.	Ghandhar	31-5-88
32.	Akhtayar Nagar urf Eknoura	31-5-88
33.	Tanda Kanwa	31-5-88
34.	Tanda parawat	31-5-88
35.	Kurria kalan	31-5-88
36.	Mukund pur	31-5-88
37.	Sikarhan	31-5-88

का.या. 2684.—चूंकि गैस अथॉरिटी ऑफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एंड मिनेरल्स पाइप लाइन ऐक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु विम्बित्वित अनुसूची में दर्शाए ग्रामों में उपयोग अधिकार प्राप्त किया है एवम् वह विम्बित्वित ग्रामों में क्लॉज I धारा 7(1) पेट्रोलियम एंड मिनेरल्स पाइप लाइन ऐक्ट, 1962 में उल्लिखित पाइप लाइन डालने का कार्य दिनांक 31-5-88 को पूर्ण कर दिया है।

अतः मैं, जे.पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एंड मिनेरल्स पाइप लाइन 2183 GI/88—2

लखनऊ नियम 1963 के अन्तर्गत पाइप लाइन डालने हेतु उल्लिखित ग्रामों को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति के दिनांक अधि-सूचित करता हूँ।

राज्य उ.प्र. जिला शाहजहाँपुर तहसील शिवापुर

अनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	शाहजहाँपुर	31-5-88
2.	पट्टीबन	31-5-88
3.	मन्तोला	31-5-88
4.	हेमीपुरकोसीपुर	31-5-88
5.	मिलकीपुर	31-5-88
6.	जोधपुरलेविया	31-5-88
7.	हमीपुर भड़खरिया	31-5-88
8.	खण्डसार	31-5-88
9.	सिक्कासपुर	31-5-88
10.	छकड़ापुर	31-5-88
11.	खेड़ारठ	31-5-88
12.	जगन्नाथपुर	31-5-88
13.	मोहम्मदपुरहारा	31-5-88
14.	फतेहपुरसीसरा	31-5-88
15.	सलेमपुरबुई	31-5-88
16.	ताहरपुरजाधोपुर	31-5-88
17.	भगरीला	31-5-88
18.	बगुपुरबुई	31-5-88
19.	बिसखिरवा	31-5-88
20.	दियाखेड़ा	31-5-88
21.	बैसरीबैसरा	31-5-88
22.	भगरीली	31-5-88
23.	बगौलक	31-5-88
24.	भालमपुर	31-5-88
25.	मोहम्मदगंज कुंआटावा	31-5-88
26.	गोविन्दपुर	31-5-88
27.	कंकलयाधरमपुर	31-5-88
28.	रैना	31-5-88
29.	धर्मपुरजा	31-5-88
30.	नरसानगला	31-5-88
31.	राजपुर	31-5-88
32.	बनावासराउर्फ सरैया	31-5-88
33.	नवावा	31-5-88

S.O. 2684.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 31-5-88.

I, J.P. Srivastava, Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned dates as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Shahjahanpur Tahsil : Tilhar

S. No.	Name of the village	Date of termination of the operation
1.	Shahampur	31-5-88
2.	Patti Baksh	31-5-88
3.	Majhola	31-5-88
4.	Hemipur Komipur	31-5-88
5.	Milkipur	31-5-88
6.	Jodhpur Nawadla	31-5-88
7.	Habibpur Urf Bharkheria	31-5-88
8.	Khandsar	31-5-88
9.	Shivdaspur	31-5-88
10.	Chhakrapur	31-5-88
11.	Kherartah	31-5-88
12.	Jaganathpur	31-5-88
13.	Mohammadpur Hara	31-5-88
14.	Fatehpur Galsra	31-5-88
15.	Salimpur Khurd	31-5-88
16.	Taharpur Jodopur	31-5-88
17.	Agrala	31-5-88
18.	Babupur Bujurg Urf Nagala	31-5-88
19.	Biskirawa	31-5-88
20.	Deyakhara	31-5-88
21.	Baisi Baisara	31-5-88
22.	Agroli	31-5-88
23.	Bandhichak	31-5-88
24.	Alampur	31-5-88
25.	Mohabbat Ganj Kuwan dara	31-5-88
26.	Goviadpur	31-5-88
27.	Kankalia Dharampur	31-5-88
28.	Raina	31-5-88
29.	Dharampur Kanja	31-5-88
30.	Narra Nagla	31-5-88
31.	Rajupur	31-5-88
32.	Khauja Sarayan Urf Sarayan	31-5-88
33.	Nawada	31-5-88

क्र.प्र.० 2685-—बूँट गैस अथॉरिटी प्राइवेट लिमिटेड ने धारा 6(1) पेट्रोलियम एंड मिनेरल पाइप लाइन एक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में दर्शाए ग्रामों में उपयोग अधिष्ठाता अर्जन बिदा है एवम् वह निम्न ग्रामों में कलाज 1 धारा 7(1) पेट्रोलियम एंड मिनेरल पाइप लाइन एक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-5-88 को पूर्ण कर दिया है।

अतः में, में. पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी प्राइवेट लिमिटेड, एन्ड एक्ट नियम 4(1) पेट्रोलियम एंड मिनेरल पाइप लाइन एक्ट 1962 के अन्तर्गत एक्ट द्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधि-सूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : हरदोई तहसील : शाहबाद

अनुसूची

अनु.क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1	2	3
1.	सरकड़ा	31-5-88
2.	सुण्डेर	31-5-88
3.	बलियापुर	31-5-88
4.	धौलिया	31-5-88
5.	बेहटी	31-5-88

1	2	3
6.	गजियापुर	31-5-88
7.	जमूरा	31-5-88
8.	पचरैया	31-5-88
9.	पैतपुर	31-5-88
10.	भरखनी	31-5-88
11.	नगला पल्लू	31-5-88
12.	सकरोली	31-5-88
13.	मानपारा	31-5-88
14.	जलपापुर	31-5-88
15.	मुरतजानगर	31-5-88
16.	चाँदपुर	31-5-88
17.	नगला हुसैन	31-5-88
18.	खिलौली	31-5-88
19.	उबरिया खुर्द	31-5-88
20.	उबरिया कला	31-5-88
21.	कन्हारी	31-5-88

S.O. 2685.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 31-5-1988.

I, J.P. Srivastava, Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Hardoi Tahsil : Shahabad

S. No.	Name of the village	Date of termination of the operation
1.	Markada	31-5-88
2.	Muder	31-5-88
3.	Alyapur	31-5-88
4.	Dhauralia	31-5-88
5.	Behati	31-5-88
6.	Gajipur	31-5-88
7.	Pachtaya	31-5-88
8.	Juira	31-5-88
9.	Pantpur	31-5-88
10.	Bharkhni	31-5-88
11.	Naglapattu	31-5-88
12.	Sakrauli	31-5-88
13.	Manpara	31-5-88
14.	Jalpapur	31-5-88
15.	Murtazanagar	31-5-88
16.	Chandpur	31-5-88
17.	Naglahusain	31-5-88
18.	Khetauli	31-5-88
19.	Ubraiakhrud	31-5-88
20.	Ubraiakalan	31-5-88
21.	Kanhari	31-5-88

का.आ. 2686:—चूंकि गैस अथॉरिटी ऑफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुपूर्वों में दशों ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में कनाज 1 धारा 7(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-5-1988 को पूर्ण कर दिया है।

अतः में, जे.पी. श्रीवास्तव, सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधि-सूचित करता हूँ।

राज्य उत्तर प्रदेश जिला हर्दोई तहसील बिलग्राम

अनुसूची

अनु.क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	दहेलिया	31-5-88
2.	धकपुरा	31-5-88
3.	बाराभूक सिसाला	31-5-88
4.	डिडवान	31-5-88
5.	नकुवापुर नरौदा	31-5-88
6.	सरेसर	31-5-88
7.	बारी	31-5-88
8.	नगरा चौधरपुर	31-5-88
9.	बाऊपुर	31-5-88
10.	बेहटा रामपुरा	31-5-88
11.	घोड़ीधर	31-5-88
12.	बारी	31-5-88
13.	बम्हापुर नन्दाबाग	31-5-88
14.	धर्मपुर	31-5-88
15.	सिरसा	31-5-88
16.	गहबुद्धीपुर	31-5-88

S.O. 2686:—Whereas Gas Authority of India Ltd. has acquired the right of the user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipe line Act, 1962 in following villages on 31-5-88.

I J.P. Srivastava Competent Authority, Gas Authority of India Ltd., Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the abovementioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Hardoi Tahsil : Bilgram

S. No.	Name of the village	Date of termination of the operation
1	2	3
1.	Dahelya	31-5-88
2.	Dhakupura	31-5-88
3.	Baramau Serala	31-5-88
4.	Didwan	31-5-88
5.	Naduapur Narautha	31-5-88

(1)	(2)	(3)
6.	Sarear	31-5-88
7.	Bari	31-5-88
8.	Nagra Chaudharpur	31-5-88
9.	Chaurpur	31-5-88
10.	Behata Rampura	31-5-88
11.	Ghori Ther	31-5-88
12.	Barra	31-5-88
13.	Bamtapur	31-5-88
14.	Darmpur	31-5-88
15.	Sirsa	31-5-88
16.	Sahabudeenpur	31-5-88

का.आ. 2687:—चूंकि गैस अथॉरिटी ऑफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुपूर्वों में दशों ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में कनाज 1 धारा 7(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-5-88 को पूर्ण कर दिया है।

अतः में, जे. पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधि-सूचित करता हूँ।

राज्य उत्तर प्रदेश जिला बरेली तहसील आंवला

अनुसूची

अनु.क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	माखामुस्तफिल	31-5-88
2.	मजनुपुर	31-5-88
3.	रफियाबाद	31-5-88
4.	करमुआ	31-5-88
5.	आनमपुर अफराबाद	31-5-88
6.	मिलक भक्षाराम	31-5-88
7.	रामपुर बुजर्ग	31-5-88
8.	सैदपुर कमी	31-5-88
9.	देवचरा	31-5-88
10.	बयौत/पावीपुर	31-5-88
11.	नेवाया बोरान	31-5-88
12.	पजुरनी	31-5-88
13.	पनारी	31-5-88
14.	बाकरगंज	31-5-88
15.	बेहटा बालच	31-5-88
16.	इस्लामाबाद	31-5-88

S.O.2587:—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeling in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 31-5-88.

I J.P. Srivastava Competent Authority, Gas authority of India Ltd., Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Bareilly Tahsil : Anwala

S. No.	Name of the Village	Date of termination of the operation
1.	Akha Mustki	31-5-88
2.	Majrupur	31-5-88
3.	Rafiyabad	31-5-88
4.	Kamuanwa	31-5-88
5.	Alampur Zafrabad	31-5-88
6.	Milk Mansaram	31-5-88
7.	Rampur Buzurg	31-5-88
8.	Saidpur Kani	31-5-88
9.	Devchara	31-5-88
10.	Kyonashadipur	31-5-88
11.	Nawada Viran	31-5-88
12.	Pakhuini	31-5-88
13.	Pamari	31-5-88
14.	Bakar Ganj	31-5-88
15.	Behata Lalach	31-5-88
16.	Islamabad	31-5-88

का. भा. 2688.—चूंकि गैस अथॉरिटी आफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में दशाएँ ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में बलाज 1 धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962, में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्री वास्तव, सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य का समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : बरेली तहसील : बरेली

अनुसूची

अनुक्रम	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	सिमरा बोरीपुर	31-5-88
2.	मानपुर जिकिडिया	31-5-88
3.	नबीनगर	31-5-88
4.	उमरसिया	31-5-88
5.	धारीमगला	31-5-88
6.	बुधारा	31-5-88
7.	बोहारी मुस्तकिल	31-5-88
8.	भंगुरी	31-5-88
9.	गगनामपुर ठकुरान एहसमाली	31-5-88
10.	गगनामपुर ठकुरान मुस्तकिल	31-5-88

S.O.2688:—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the Villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 31-5-88.

I, J.P. Srivastava Competent Authority, Gas Authority of India Ltd. Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Bareilly Tahsil : Bareilly

S.No.	Name of the village	Date of termination of the operation
1.	Simraburipur	31-5-88
2.	Manpur chikatia	31-5-88
3.	Nabi nagar	31-5-88
4.	Umarasiya	31-5-88
5.	Bari Nagala	31-5-88
6.	Bukhara	31-5-88
7.	Chaubarimustakil	31-5-88
8.	Anguri	31-5-88
9.	Bhagwanpur thakuran aithmali	31-5-88
10.	Bhagwanpur thakuran musthakam	31-5-88

का. भा. 2688.—चूंकि गैस अथॉरिटी आफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में दशाएँ ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में बलाज 1 धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-05-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्री वास्तव, सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : बरेली तहसील : फरीदपुर

अनुसूची

अनु. क्रम	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	करतोली	31-5-88
2.	सकुटिया सिधवारो	31-5-88
3.	बमर सकुटिया	31-5-88
4.	सिधवा नकीगंज	31-5-88
5.	सधोली कला	31-5-88
6.	पडौरा	31-5-88
7.	बमरेख	31-5-88
8.	तबतपुर	31-5-88
9.	रमपुरातन	31-5-88
10.	नवधिया इलाका सहोरा बिरामन्धी	31-5-88

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1. गुलाब नगर उर्फ मोहनपुर		31-5-88
12. कैंठेरा		31-5-88
13. रतनापुर मजरा नवादा बिलसंडी		31-5-88
14. सिमरा हलाका बलिया रामपुर		31-5-88
15. लहौली		31-5-88
16. रतनापुर		31-5-88
17. खुर्द		31-5-88
18. करपिया		31-5-88
19. चामपुरा		31-5-88
20. टिगरी		31-5-88
21. देवरनिया		31-5-88

S.O. 2689.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipe line Act, 1962 in following villages on 31-5-88.

I, J.P. Srivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Bareilly Tahsil : Fareedpur

S.No.	Name of the village	Date of termination of the operation
1.	Kartoli	31-5-88
2.	Sukatia sighwari	31-5-88
3.	Chamar sakutia	31-5-88
4.	Sedhwanakiganj	31-5-88
5.	Ladholi Kalan	31-5-88
6.	Parehra	31-5-88
7.	Amrekh	31-5-88
8.	Takhatpur	31-5-88
9.	Rampura Ratan	31-5-88
10.	Newadia Sahora	31-5-88
11.	Bhikampur Urf Gulabnagar	31-5-88
12.	Chaurera	31-5-88
13.	Ratnapur Mazra Navada Bilsndi	31-5-88
14.	Simra Ila Ballia Rampur	31-5-88
15.	Dhandholi	31-5-88
16.	Rajnapur	31-5-88
17.	Khurd	31-5-88
18.	Karpia	31-5-88
19.	Khanpura	31-5-88
20.	Tigra	31-5-88
21.	Deorania	31-5-88

का प्रा. 2690.—जुक्त गैस अथॉरिटी आफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन एक्ट 1962 के अंतर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्णित ग्रामों में उपयोग अधिकार अर्जन किया है एवं वह निम्न ग्रामों में

बलाज-1 धारा 7(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन एक्ट 1962 में दल्लेखित पाइप लाइन डालने का कार्य दिनांक 30-4-88 को पूर्ण कर दिया है।

अतः मै. जे. पी. श्रीवास्तव, यूनान प्राधिकारी गैस अथॉरिटी आफ इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन नियम 1963 के अंतर्गत एतद्वारा निम्नलिखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य को समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य: उ. प्र. जिला: फरीदपुर (नगर) नवादा बिलसंडी (नगर)

अनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1. सजारी		30-4-88
2. नगवा		30-4-88
3. सेनपूरखपारा		30-4-88
4. परसौली		30-4-88
5. सनिगवा		30-4-88
6. सोना		30-4-88
7. जामा		30-4-88
8. फेरसपुर		30-4-88
9. गवामखेड़ा		30-4-88
10. कैथा		30-4-88
11. डांडेकापुरा		30-4-88
12. सरनैतपुर		30-4-88
13. मोपपुर		30-4-88
14. मोरिया रा		30-4-88
15. लौबकपुर		30-4-88
16. खरसपुर		30-4-88
17. बिनगवा		30-4-88
18. बिन्नीर		30-4-88
19. मवहवा		30-4-88
20. सेनपूरखपारा		30-4-88
21. कटरीजाना		30-4-88
22. अहिरवा		30-4-88

S.O. 2690.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipe line Act, 1962 in following villages on 30-4-88.

I J.P. Srivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipe line in these villages.

State : U.P. District : Kanpur (City) Tahsil : Kanpur

S.No.	Name of the village	Date of termination of the operation
1.	Sajari	30-4-88
2.	Nagwana	30-4-88
3.	Sayanpurab Para	30-4-88
4.	Parsauli	30-4-88
5.	Sanigwana	30-4-88
6.	Sona	30-4-88
7.	Jana	30-4-88
8.	Bhayrampur	30-4-88
9.	Gadankhera	30-4-88
10.	Kayndha	30-4-88
11.	Danday Ka Purwa	30-4-88
12.	Sarnayt Pur	30-4-88
13.	Says Pur	30-4-88
14.	Orcara	30-4-88
15.	Taudhak Pur	30-4-88
16.	Kharag Pur	30-4-88
17.	Bingawan	30-4-88
18.	Binnore	30-4-88
19.	Maviya	30-4-88
20.	Sen Paschim Para	30-4-88
21.	Katri Jana	30-4-88
22.	Ahirwan	30-4-88

का. भा. 2691 -- चूंकि गैस अथॉरिटी आफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्णित ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में क्लॉज 1 धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-5-88 को पूर्ण कर दिया है।

अतः मैं, जे पी श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित विनांक की इन ग्रामों में पाइप लाइन डालने का कार्य की समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : इटावा सहायक : औरैया

अनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	बसन्तपुर	31-5-88
2.	जैतपुर	31-5-88
3.	खरका	31-5-88
4.	द्वारिकापुर	31-5-88
5.	भानपुर	31-5-88
6.	समरथपुर	31-5-88
7.	मधुपुर	31-5-88
8.	ब्रह्मपुर	31-5-88
9.	फरीदपुर	31-5-88
10.	गान्धेपुर	31-5-88
11.	सवे मपुर नरथसिंह	31-5-88

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
12.	बोलत पुर	31-5-88
13.	खजहा	31-5-88
14.	महतेपुर	31-5-88
15.	नौली	31-5-88
16.	चिरहुलिया	31-5-88
17.	कुंडरा	31-5-88
18.	सीतापुर	31-5-88
19.	पीपूरपुर	31-5-88
20.	सहोबपुर	31-5-88
21.	सेहद	31-5-88
22.	जमुहा	31-5-88
23.	कैजरी	31-5-88
24.	लखनापुर	31-5-88

S.O. 2691.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 31-5-88.

I, J.P. Srivastava Competent Authority, Gas Authority of India Ltd., Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : U.P. District : Etawah Tahsil : Auraiya

S. No.	Name of the village	Date of termination of the operation
1.	Basantpur	
2.	Jaitpur	31-5-88
3.	Kharka	31-5-88
4.	Dwarikapur	31-5-88
5.	Ancypur	31-5-88
6.	Samrathpur	31-5-88
7.	Madhupur	31-6-88
8.	Brahmupur	31-5-88
9.	Faridpur	31-5-88
10.	Malhepur	31-5-88
11.	Salempur Navalsingh	31-5-88
12.	Daulatpur	31-5-88
13.	Khajha	31-5-88
14.	Mahtepur	31-5-88
15.	Nauli	31-5-88
16.	Chiruhulia	31-5-88
17.	Kundra	31-5-88
18.	Siwapur	31-5-88
19.	Pipairpur	31-5-88
20.	Lahokhar	31-5-88
21.	Schud	31-5-88
22.	Jamuhan	31-5-88
23.	Kainjari	31-5-88
24.	Lakhanapur	31-5-88

का. आ. 2692—चूंकि गैस अथॉरिटी आफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्णित ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में क्लॉज 1 धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 31-5-88 को पूर्ण कर दिया है।

अतः मैं, जे० पी. श्रीवास्तव, सक्षम प्राधिकारी गैस अथॉरिटी आफ इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम, 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित विनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : इटावा तहसील : विधुन

अनुसूची

अनु क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
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1. असेनी	31-5-88
2. गुलरिहा	31-5-88
3. पुरवावले	31-5-88
4. अग्रहरा	31-5-88
5. लखुनो	31-5-88
6. तिलकपुर सहार	31-5-88
7. बहादुरपुर सहार	31-5-88
8. हारबंसपुर	31-5-88
9. मारोकमेत	31-5-88
10. भगवन्तपुर	31-5-88
11. नवादादौ	31-5-88
12. बन्धमा	31-5-88
13. मुरिया	31-5-88
14. काथवा	31-5-88
15. रायपुर काथवा	31-5-88
16. धर्मगदपुर	31-5-88

S.O. 7692.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline has referred to in Clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 31-5-88.

I, J.P. Srivastava, competent Authority, Gas Authority of India Ltd., Lucknow hereby under rule 4(1) of the Petroleum and Minerals Pipeline Rules, 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : U.P. District : Etawah Tahsil : Vidhuna

S. No.	Name of the village	Date of termination of the operation
1. Aseni		31-5-88
2. Gulariha		31-5-88
3. Purwavale		31-5-88
4. Agrahara		31-5-88
5. Lukhuno		31-5-88
6. Tilakpur Sahar		31-5-88
7. Bahadurpur Sahar		31-5-88
8. Harbanspur		31-5-88
9. Marokhmeet		31-5-88
10. Bhagwantapur		31-5-88
11. Nawada dandoo		31-5-88
12. Chando		31-5-88
13. Alipur		31-5-88
14. Usraha		31-5-88
15. Purvi bhadauria bela		31-5-88
16. Bandhmau		31-5-88
17. Muriyai		31-5-88
18. Kaithawa		31-5-88
19. Raipur Kaithawa		31-5-88
20. Darmgadpur		31-5-88

का. आ. 2693.—चूंकि गैस अथॉरिटी आफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्णित ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में क्लॉज 1 धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 30-4-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्रीवास्तव, सक्षम प्राधिकारी गैस अथॉरिटी आफ इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम, 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित विनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : इटावा तहसील : औरंगा

अनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
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1. सेहुद	30-4-88
2. चमरौआ	30-4-88
3. बिनपुरापुर	30-4-88
4. कन्चोसी	30-4-88
5. सैनपुट	30-4-88
6. बहगांव	30-4-88
7. बकीना	30-4-88
8. सोधेमऊ	30-4-88

S.O. 2693.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the

villages mentioned in the schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipe line Act, 1962 in following villages on 30-4-88.

I, J.P. Srivastava, Competent Authority, Gas Authority of India Ltd., Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipelines Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : U.P. District : Etawah Tahsil : Auraiya

S. No.	Name of the village	Date of termination of the operation
1.	Sehud	30-4-88
2.	Chamraura	30-4-88
3.	Binpurapur	30-4-88
4.	Kanicausi	30-4-88
5.	Mainput	30-4-88
6.	Dahgawn	30-4-88
7.	Babina	30-4-88
8.	Sodhemau	30-4-88

का. भा. 2694.—चूंकि गैस अथॉरिटी आफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम मिनेरल्स पाइप लाइन एक्ट 1962 के अंतर्गत पाइप लाइन डालने हेतु निम्नलिखित ग्रनुसूची में दर्शाए ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में कलाज धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स लाइन्स पाइप एक्ट 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 17-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अंतर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : कानपुर देहात सहस्रील : अकबरपुर

ग्रनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	गहोलिया	17-5-88
2.	हसनापुर	17-5-88
3.	पुर	17-5-88
4.	तिगाई	17-5-88
5.	भिक्षनापुर	17-5-88
6.	अगल्हा	17-5-88
7.	बुधिया	17-5-88
8.	सराय हर्पाली	17-5-88
9.	मुखलिसपुर	17-5-88
10.	बिसाइन	17-5-88
11.	मटियामऊ	17-5-88
12.	बिलवाहार	17-5-88
13.	किसरवल	17-5-88
14.	करवाक	17-5-88
15.	बिसायकपुर	17-5-88
16.	फतेहपुर रोशनाई	17-5-88
17.	रायपुर कुकहत	17-5-88

S.O.2694.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipe line Act, 1962 in following villages on 17-5-88.

I, J.P. Srivastava, Competent Authority, Gas Authority of India Ltd., Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules, 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Kanpur Dehat Tahsil : Akbarpur

S. No.	Name of the village	Date of termination of the operation
1.	Gahalia	17-5-88
2.	Hasnapur	17-5-88
3.	Pur	17-5-88
4.	Tigai	17-5-88
5.	Bhikhna Pur	17-5-88
6.	Asanda	17-5-88
7.	Budhia	17-5-88
8.	Sarai Herpali	17-5-88
9.	Mukhlis Pur	17-5-88
10.	Biwaln	17-5-88
11.	Matia Mau	17-5-88
12.	Bilwahar	17-5-88
13.	Kishrawal	17-5-88
14.	Karvack	17-5-88
15.	Bisayak Pur	17-5-88
16.	Fateh Pur Roshnai	17-5-88
17.	Raipur Kukhat	17-5-88

का. भा. 2695.—चूंकि गैस अथॉरिटी आफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 के अंतर्गत पाइप लाइन डालने हेतु निम्नलिखित ग्रनुसूची में दर्शाए ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में कलाज धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अंतर्गत एतद्वारा निम्न उल्लेखित दिनांक जो इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : बालीन सहस्रील : बालीन

ग्रनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1	2	3
1.	बघावली बिबारा	30-5-88
2.	बघावली मुस्ताकिल	30-5-88
3.	रोमई मुस्ताकिल	30-5-88
4.	बोहा मुस्ताकिल	30-5-88
5.	हसनापुर	30-5-88

1	2	3
6.	नैनापुर	30-5-88
7.	धरना	30-5-88
8.	सोपुरा मुस्तकिल	30-5-88
9.	पारेन मुस्तकिल	30-5-88
10.	सलेमपुर कालपी	30-5-88
11.	बीलतपुर	30-5-88
12.	मिहोना	30-5-88
13.	इंगुरी	30-5-88
14.	निजामपुर	30-5-88
15.	गोरथपठौर	30-5-88
16.	एको	30-5-88
17.	रामपुरा जालीम	30-5-88
18.	सोहम्मवपुर	30-5-88
19.	कुतलपुर	30-5-88
20.	तालापुर	30-5-88
21.	जमलापुर डान	30-5-88
22.	कुरेपुरा कनार	30-5-88
23.	भलापुर	30-5-88
24.	मिलीवा	30-5-88
25.	सरावन	30-5-88
26.	गौरा भूपका	30-5-88
27.	इटवाकानार	30-5-88
28.	चाकी	30-5-88
29.	रसूलपुर	30-5-88
30.	राजपुरा	30-5-88
31.	करतलापुर	30-5-88
32.	गुलाबपुरा	30-5-88

S. O. 2695.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I, J.P. Srivastava, Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Jalaun Taluk : Jalaun

S.No.	Name of the village	Date of termination of the operation
1	2	3
1.	Baghawali Diwara	30-5-88
2.	Baghawali Mustkil	30-5-88
3.	Khera Mustkil	30-5-88
4.	Hasan Pur	30-5-88
5.	Romai Mustkil	30-5-88
6.	Sipura Mustkil	30-5-88
7.	Naina Pur	30-5-88
8.	Dharana	30-5-88

1	2	3
9.	Paran Muskil	30-5-88
10.	Salempur Kalpil	30-5-88
11.	Daulat Pur	30-5-88
12.	Mihauna	30-5-88
13.	Inguri	30-5-88
14.	Nizampur	30-5-88
15.	Gorathbour	30-5-88
16.	Akon	30-5-88
17.	Rampura Jalaun	30-5-88
18.	Muhammad Pur	30-5-88
19.	Kutju Pur	30-5-88
20.	Tatar Pur	30-5-88
21.	Jamalpur Dhayan	30-5-88
22.	Kure Purakanar	30-5-88
23.	Alai Pur	30-5-88
24.	Ghileva	30-5-88
25.	Sarawan	30-5-88
26.	Gorabhupka	30-5-88
27.	Itwa Kanar	30-5-88
28.	Chaki	30-5-88
29.	Rasul Pur	30-5-88
30.	Raj Pura	30-5-88
31.	Kartala Pur	30-5-88
32.	Gulab Pura	30-5-88

का. प्रा. 2696:—यू. गैस अथॉरिटी ऑफ इंडिया लिमिटेड ने धारा 6 (1) पेट्रोलियम एंड मिनेरल्स पाइपलाइन ऐक्ट, 1962 के अन्तर्गत पाइपलाइन डालने हेतु निम्नलिखित ग्रामों में वर्गीकृत ग्रामों में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में काल 1 धारा 7(1) पेट्रोलियम एंड मिनेरल्स पाइपलाइन ऐक्ट, 1962 में उल्लेखित पाइपलाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्रीवास्तव, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एंड मिनेरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइपलाइन डालने के कार्य को समाप्त क दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : जाली तहसील : सदर
अनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्त का दिनांक
1	2	3
1.	परासई	30-5-88
2.	बछोली	30-5-88
3.	राजपुर	30-5-88
4.	उगरवाहा	30-5-88
5.	रक्ता	30-5-88
6.	कोट बेड़ा	30-5-88
7.	पुनाबयी कला	30-5-88
8.	पलीम्बा	30-5-88
9.	परसई	30-5-88
10.	करारी	30-5-88
11.	छत्र करारी	30-5-88
12.	सकारा	30-5-88

S.O. 2696—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I, J.P. Shrivastava, Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Jhansi Tahsil : Sadar

S.No.	Name of the village	Date of termination of the operation
1.	Parasai	30-5-88
2.	Bachhauni	30-5-88
3.	Rajapur	30-5-88
4.	Dagarwala	30-5-88
5.	Raksha	30-5-88
6.	Kotkhera	30-5-88
7.	Punawali Kala	30-5-88
8.	Palinda	30-5-88
9.	Parwai	30-5-88
10.	Karari	30-5-88
11.	Rudra Karari	30-5-88
12.	Lakara	30-5-88

का. आ.-- 2697--चूंकि गैस अथॉरिटी ऑफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एंड मिनरल्स पाइप लाइन एक्ट, 1962 के अंतर्गत पाईप लाईन डालने हेतु निम्नलिखित अनुसूची में दर्शाए ग्रामों में उपयोग अधिकार अर्जन किया है एवं वह निम्न ग्रामों में कलाज 1 धारा 7(1) पेट्रोलियम एंड मिनरल्स पाइप लाइन एक्ट, 1962 में उल्लिखित पाइप लाईन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है

अतः मैं, जे. पी. श्रीवास्तव, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एंड मिनरल्स पाइप लाइन, नियम 1963 के अंतर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइपलाइन डालने के कार्य की समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : झांसी तहसील : मोठ
अनुसूची

अनु. क्र.	नाम	कार्य समाप्ति तक दिनांक
1	2	3
1.	सई	30-5-88
2.	लड़ावरा	30-5-88
3.	बिरगांव	30-5-88
4.	खंडोडा	30-5-88
5.	देवगावा	30-5-88
6.	पुलगावना	30-5-88
7.	पुलिया	30-5-88
8.	बेलमा	30-5-88
9.	चकतोर बेलमा	30-5-88
10.	कडूरा	30-5-88

1	2	3
11.	बेलमा कला	30-5-88
12.	बिरगांव खुर्द	30-5-88
13.	पीपरा	30-5-88
14.	कुइया	30-5-88
15.	बड़ोडा	30-5-88
16.	सिरसा	30-5-88
17.	करई	30-5-88
18.	ऐरा	30-5-88
19.	इमलिया स्टेट	30-5-88

S. O. 2697.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I, J.P. Shrivastava, Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Jhansi Tahsil : Month

S.No.	Name of the village	Date of termination of the operation
1	2	3
1.	Sai	30-5-88
2.	Ladawara	30-5-88
3.	Virguwan	30-5-88
4.	Devagan	30-5-88
5.	Kharauwa	30-5-88
6.	Pulgahna	30-5-88
7.	Puliya	30-5-88
8.	Belma	30-5-88
9.	Chaktor Belma	30-5-88
10.	Belma Kala	30-5-88
11.	Kadoora	30-5-88
12.	Chirgaon Khurd	30-5-88
13.	Pipra	30-5-88
14.	Kulya	30-5-88
15.	Baraunda	30-5-88
16.	Sirsa	30-5-88
17.	Karai	30-5-88
18.	Aira	30-5-88
19.	Imliya State	30-5-88

का. आ. 2698--चूंकि गैस अथॉरिटी ऑफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एंड मिनरल्स पाइप लाइन एक्ट, 1962 के अंतर्गत पाइप लाईन डालने हेतु निम्नलिखित अनुसूची में दर्शाए ग्रामों में उपयोग अधिकार अर्जन किया है एवं वह निम्न ग्रामों में कलाज 1 धारा 7(1) पेट्रोलियम एंड मिनरल्स पाइप लाइन एक्ट, 1962 में उल्लेखित पाइप लाईन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे. पी. श्रीवास्तव, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एंड मिनरल्स पाइप लाइन, नियम 1963 के अंतर्गत एतद्वारा निम्न उल्लेखित

दनांक को इन ग्रामों में पाइप लाइन डालने के कार्य को समाप्त क
दिनांक अधिसूचित करता है।

राज्य : उत्तर प्रदेश जिला : फर्रुखाबाद तहसील : छिन्नमऊ

अनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	वनगवां	30-5-88
2.	बरीली	30-5-88
3.	लख	30-5-88
4.	भड़पुरा	30-5-88
5.	नायेमऊ	30-5-88
6.	किशुनपुर बसन्त	30-5-88
7.	बरह	30-5-88
8.	तिलक सराय	30-5-88
9.	गोविन्दपुर उर्फ कूठा	30-5-88
10.	सनेमपुर	30-5-88
11.	नाल ग्राम	30-5-88
12.	नरमऊ	30-5-88
13.	बिरीली	30-5-88
14.	तिसौली	30-5-88
15.	पनगवां	30-5-88
16.	रजलामऊ	30-5-88
17.	तेरा जाकेट	30-5-88
18.	समभन	30-5-88
19.	खालपुर	30-5-88
20.	भक्तिकपुर	30-5-88
21.	रायपुर	30-5-88
22.	तमियामऊ	30-5-88
23.	झुंसी नागर	30-5-88
24.	बड़ौर	30-5-88
25.	चियासर	30-5-88

S. O. 2693. —Whereas Gas Authority of India Ltd., has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I.J.P. Shrivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State: Uttar Pradesh District: Farrukhabad Tahsil: Chhibramau

S.No.	Name of the village	Date of termination of the operation
1.	Bangawan	30-5-88
2.	Berauli	30-5-88
3.	Lakh	30-5-88
4.	Muthpura	30-5-88
5.	Nade-mau	30-5-88
6.	Kishunpur Basant	30-5-88
7.	Baraj	30-5-88
8.	Tilak Saraj	30-5-88
9.	Govindpur Urf Kookapur	30-5-88
10.	Salempur	30-5-88
11.	Talgram	30-5-88
12.	Nar-mau	30-5-88
13.	Birauli	30-5-88
14.	Tilauli	30-5-88
15.	Pangawan	30-5-88
16.	Rajlaman	30-5-88
17.	Tera-jaket	30-5-88
18.	Samdhan	30-5-88
19.	Lalpur	30-5-88
20.	Malikpur	30-5-88
21.	Rajpur	30-5-88
22.	Tamiya Mau	30-5-88
23.	Jhoomsi Nagar	30-5-88
24.	Baraura	30-5-88
25.	Chiyasar	30-5-88

का.आ. 2693:—जुकि गैस अथॉरिटी ऑफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 के अंतर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्णी ग्रामों में उपयोग अधिपार अर्जन किया है एवं वह निम्न ग्रामों में कलाज 1 धारा 7 (1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 में उल्लिखित पाइप लाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

इसमें, जे.पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अंतर्गत एनड द्वारा निम्न उल्लिखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य का समाप्ति का दिनांक अधिसूचित करता है।

राज्य : उत्तर प्रदेश जिला : फर्रुखाबाद तहसील : सबर

अनुसूची

अनु.क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	सिना	30-5-88
2.	कड़हरा	30-5-88

S.O. 2699.—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I J.P. Shrivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Farrukhabad Tahsil : Sadar

S.No.	Name of the village	Date of termination of the operation
1.	Siya	30-5-88
2.	Karhar	30-5-88

का.भा. 2700 — चूकि गैस अथॉरिटी आफ इंडिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 के अंतर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्गीकृत ग्रामों में उपयोग अधिकार अर्जन किया है एवं वह निम्न ग्रामों में कलाज धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे.पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, सख्तक निम्नलिखित उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य को समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : रामबरेली तहसील : महराजगंज

अनुसूची

अनुक्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1	2	3
1.	मैनाहार कटरा	30-5-88
2.	बरहेवा	30-5-88
3.	सैकपुर बेहटा	30-5-88
4.	राधामऊ	30-5-88
5.	रैन	30-5-88
6.	शेखपुर समोधा	30-5-88
7.	बसावा	30-5-88
8.	बठरावा	30-5-88
9.	जलापुर	30-5-88
10.	रसूलपुर	30-5-88
11.	भुलैण्डी	30-5-88
12.	मलपुर	30-5-88
13.	पहनाभा	30-5-88
14.	उचौरी	30-5-88
15.	तोली	30-5-88
16.	पारबिला	30-5-88
17.	पाराखुर्द	30-5-88
18.	पुरसी	30-5-88
19.	समसपुर हलोर	30-5-88
20.	बरवलिया	30-5-88
21.	ककमपुर उर्फ भतीजेपुर	30-5-88
22.	जमूरावा	30-5-88
23.	माझागाव	30-5-88
24.	हिलहा	30-5-88
25.	भइयापुर	30-5-88

1	2	3
26.	कोठप्पा मोहम्मदबाद	30-5-88
27.	निरवा	30-5-88
28.	नीगापुर	30-5-88
29.	कड़िया	30-5-88

S.O.2700 —Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipe line in the villages mentioned in the Schedule givenbelow and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I J.P. Shrivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

S.No. Name of the village Date of termination of the operation

1.	Mainahar Katra	30-5-88
2.	Darehata	30-5-88
3.	Saldpur-Behata	30-5-88
4.	Raja Mau	30-5-88
5.	Rain	30-5-88
6.	Shekhpur-Samodha	30-5-88
7.	Bannavan	30-5-88
8.	Bachharavan	30-5-88
9.	Jalal Pur	30-5-88
10.	Rasool Pur	30-5-88
11.	Thulendi	30-5-88
12.	Malpur	30-5-88
13.	Pahnasha	30-5-88
14.	Uchauri	30-5-88
15.	Tauli	30-5-88
16.	Para Kala	30-5-88
17.	Para Khurd	30-5-88
18.	Purasi	30-5-88
19.	Samaspur Halor	30-5-88
20.	Barwaliya	30-5-88
21.	Kakke pur urf Bhatijepur	30-5-88
22.	JamuRavan	30-5-88
23.	Manjhgaon	30-5-88
24.	Hilha	30-5-88
25.	Bhalya pur	30-5-88
26.	Kotwa Mohamda lead	30-5-88
27.	Sersa	30-5-88
28.	Gangapur	30-5-88
29.	Karariya	30-5-88

का.भा.—2701 चूकि गैस अथॉरिटी आफ इंडिया लिमिटेड धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 के अंतर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में वर्गीकृत ग्रामों में उपयोग अधिकार अर्जन किया है एवं वह निम्न ग्रामों में कलाज धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन ऐक्ट, 1962 में उल्लेखित पाइप लाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे.पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, सख्तक नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अंतर्गत एतद्वारा निम्न उल्लेखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य को समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : रायबरेली तहसील : तिलौई
अनुसूची

अनु. क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	खेखरुवा	30-5-88
2.	सेमरोता	30-5-88
3.	रामपुर पबारा	30-5-88
4.	मिहपुर	30-5-88
5.	रावलिया मझार	30-5-88
6.	दादपुर	30-5-88
7.	पन्हीना	30-5-88
8.	जुग्राजपुर	30-5-88
9.	राजापुर	30-5-88
10.	फतेहपुर	30-5-88
11.	शेखनगांव	30-5-88
12.	ओतिया	30-5-88
13.	जियापुर	30-5-88
14.	बनभरिया	30-5-88
15.	मिठौली	30-5-88

S.O. 2701—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the village mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I J.P. Shrivastawa Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Rae Bareilly Tahsil : Tiloi

S.No.	Name of the village	Date of termination of the operation
1.	Khekharuva	30-5-88
2.	Semrauta	30-5-88
3.	Rampur Pawara	30-5-88
4.	Ratwalia Manjhar	30-5-88
5.	Singhpur	30-5-88
6.	Dandupur	30-5-88
7.	Panhauna	30-5-88
8.	Jugrajpur	30-5-88
9.	Rajapur	30-5-88
10.	Fatehpur	30-5-88
11.	Shekhangaon	30-5-88
12.	Otiya	30-5-88
13.	Jiyapur	30-5-88
14.	Banbhariya	30-5-88
15.	Sithauli	30-5-88

का. आ. 2702:—भूक गैस अथॉरिटी ऑफ इंडिया लिमिटेड से धारा 6(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 के अंतर्गत पाइप लाइन डालने हेतु निम्नलिखित अनुसूची में ग्रामों

ग्रामों में उपयोग अधिकार अर्जन किया है एवम वह निम्न ग्रामों में क्लॉज I धारा 7(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन एक्ट, 1962 में उल्लिखित पाइप लाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे.पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनेरल्स पाइप लाइन नियम 1963 के अंतर्गत एनड द्वारा निम्न उल्लिखित दिनांक को इहै ग्रामों में पाइप लाइन डालने के कार्य को समाप्ति का दिनांक अधिसूचित करता हूँ।

राज्य : उत्तर प्रदेश जिला : जालौन तहसील : कोंब

अनुसूची

अनुक्रम	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	परधानी	30-5-88
2.	टोपोर	30-5-88
3.	म्योना	30-5-88
4.	गोरा करसपुर	30-5-88
5.	रैपुरा	30-5-88
6.	अटा	30-5-88
7.	कल्यानपुर	30-5-88
8.	मंगेपुरा	30-5-88
9.	क्योंतारी	30-5-88
10.	हिबोखरा	30-5-88
11.	भवेवरा	30-5-88
12.	खकशोस	30-5-88
13.	कोंब	30-5-88
14.	बिरोरा	30-5-88
15.	खेडा बेंडा	30-5-88
16.	तितरापरसयम	30-5-88
17.	बोहरा	30-5-88
18.	बमका ठाकुरपुर	30-5-88
19.	बसेड	30-5-88
20.	कुलैला	30-5-88
21.	देवगांव	30-5-88
22.	बमूरी	30-5-88
23.	खैरी	30-5-88

S.O.2702—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6 (1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I J.P. Srivastava Competent Authority, Gas Authority of India Ltd., Lucknow hereby notify under rule 4(1) of the Petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Jalaun Tahsil : Konch

S.No.	Name of the village	Date of termination of the operation
1.	Pardhani	30-5-88
2.	Topore	30-5-88
3.	Byona	30-5-88
4.	Gorakaran Pur	30-5-88
5.	Repura	30-5-88
6.	Afa	30-5-88
7.	Kalyanpura	30-5-88
8.	Nage Pura	30-5-88
9.	Quolari	30-5-88
10.	Hidokhara	30-5-88
11.	Bhadewara	30-5-88
12.	Khakshish	30-5-88
13.	Konch	30-5-88
14.	Birauna	30-5-88
15.	Khera Bera	30-5-88
16.	Tifra Pershram	30-5-88
17.	Bohara	30-5-88
18.	Chamarathakur Pur	30-5-88
19.	Chamed	30-5-88
20.	Fulaila	30-5-88
21.	Devgaon	30-5-88
22.	Ghamoori	30-5-88
23.	Khari	30-5-88

का.पा. 2703—चूंकि गैस अथॉरिटी ऑफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित ग्रामों में दस्तावेज प्रामाणिकता में उपयोग अधिकार अर्जन किया है एवम् वह निम्न ग्रामों में कक्षा 1 धारा 7(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट, 1962 में उल्लिखित पाइप लाइन डालने का कार्य दिनांक 30-5-88 को पूर्ण कर दिया है।

अतः मैं, जे.पी.ओ. वास्तव सज्जम प्राविशरी गैस अथॉरिटी प्रांत इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन नियम 1963 के अन्तर्गत एवम् द्वारा निम्न उल्लिखित दिनांक को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का दिनांक घोषित करता हूँ।

राज्य : उत्तर प्रदेश जिला : जालाँन तहसील : कुरुवा

अनुसूची

अनु.क्र.	नाम ग्राम	कार्य समाप्ति का दिनांक
1.	ऊँचगाँवासानो	30-5-88
2.	पल्हरी	30-5-88
3.	गोकुलपुर	30-5-88
4.	भूलेमऊ	30-5-88
5.	गदोखा	30-5-88
6.	समरामऊ	30-5-88
7.	अचलखेड़ा	30-5-88
8.	धिरजीखेड़ा	30-5-88
9.	भवानोपुर	30-5-88
10.	विशुनखेड़ा	30-5-88

11.	टीकरकलौ	30-5-88
12.	टीकरखूँद	30-5-88
13.	बन्दीगढ़ी	30-5-88
14.	भरतीगढ़ी	30-5-88
15.	सयनाग	30-5-88
16.	बनीगाँव	30-5-88
17.	जम्बूरपुर	30-5-88
18.	सुरेता	30-5-88
19.	मोरीगाँव	30-5-88
20.	रसूलपुर	30-5-88
21.	महाराजीखेड़ा	30-5-88
22.	हिलौली	30-5-88
23.	सदाना	30-5-88
24.	करवड़ा	30-5-88

S.O. 2703—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipeline Act, 1962 in following villages on 30-5-88.

I J.P. Srivastava Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : U.P. District : Unna Tahsil : Purva

S.No.	Name of the village	Date of termination of the operation
1.	Unchagaonasanani	30-5-88
2.	Palhari	30-5-88
3.	Gokulpur	30-5-88
4.	Bhulemau	30-5-88
5.	Gadarba	30-5-88
6.	Samrimau	30-5-88
7.	Achalkheda	30-5-88
8.	Dhirkikheda	30-5-88
9.	Bhawaanipur	30-5-88
10.	Vishunkhera	30-5-88
11.	Tikarkalan	30-5-88
12.	Tikar Khurd	30-5-88
13.	Chandigadhi	30-5-88
14.	Bhartigadhi	30-5-88
15.	Bhadnang	30-5-88
16.	Baniganon	30-5-88
17.	Jampurpur	30-5-88
18.	Muralta	30-5-88
19.	Maurawan	30-5-88
20.	Rasulpur	30-5-88
21.	Maharanikhhera	30-5-88
22.	Hilauli	30-5-88
23.	Sandana	30-5-88
24.	Kardaha	30-5-88

का. प्रा. 2704—चूंकि गैस अथॉरिटी ऑफ इण्डिया लिमिटेड ने धारा 6(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट, 1962 के अन्तर्गत पाइप लाइन डालने हेतु निम्नलिखित ग्रामपंचायतों में दशमि ग्रामों में उपयोग अधिकार अर्जन किया है एवम् बड़े निम्न ग्रामों में क्लॉज 1 धारा 7(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन ऐक्ट 1962 में उल्लेखित पाइप लाइन डालने का कार्य विराम 17-5-88 को पूर्ण कर दिया है।

अतः मैं जे. पी. श्रीवास्तव सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इण्डिया लिमिटेड, लखनऊ नियम 4(1) पेट्रोलियम एण्ड मिनरल्स पाइप लाइन नियम 1963 के अन्तर्गत एतद्वारा निम्न उल्लेखित विराम को इन ग्रामों में पाइप लाइन डालने के कार्य की समाप्ति का विराम प्रमाणित करता हूँ।

राज्य: उत्तर प्रदेश जिला: कानपुर देहात तहसील: डेरपुर
ग्रामपंचायत

क्र.सं.	नाम ग्राम	कार्य समाप्त दिनांक
1.	लारपुर चिबना	17-5-88
2.	सिकहिला	17-5-88
3.	कुडौली मडौली	17-5-88
4.	सबलपुर	17-5-88
5.	लावा	17-5-88
6.	बाहरा	17-5-88
7.	जौरा	17-5-88
8.	भूपटियापुर	17-5-88
9.	महूआ	17-5-88
10.	ररीख	17-5-88
11.	मुरी	17-5-88
12.	गुटियापुर	17-5-88
13.	नोनारी बुजुर्ग	17-5-88
14.	बिगोहा	17-5-88
15.	बर्जुगी	17-5-88
16.	डुडौली	17-5-88
17.	बडागाँव शिकरी	17-5-88
18.	उमरी बुजुर्ग	17-5-88
19.	जिगमिस	17-5-88
20.	चिलौली	17-5-88
21.	परौख	17-5-88
22.	साफाबाद	17-5-88

[मं.प्र. 14016/130/8/आ.पं.]

राकेश ककर, उप सचिव

S. O. 2704—Whereas Gas Authority of India Ltd. has acquired the right of user under section 6(1) of the Petroleum and Minerals Pipeline Act, 1962 for laying the pipeline in the villages mentioned in the Schedule given below and has completed the laying of pipeline as referred to in clause I of section 7(1) of the Petroleum and Minerals Pipe Line Act, 1962 in following villages on 17-5-88,

I, J.P. Srivastava, Competent Authority, Gas Authority of India Ltd, Lucknow hereby notify under rule 4(1) of the petroleum and Minerals Pipeline Rules 1963 the above mentioned date as the date of termination of operation laying the pipeline in these villages.

State : Uttar Pradesh District : Kanpur Dehat Tahsil : Derapur

S.No.	Name of the village	Date of termination of the operation
1.	LAR PUR CHIBNA	17-5-88
2.	SIK-HILA	17-5-88
3.	KUDAULI	17-5-88
4.	SABALPUR	17-5-88
5.	LAUA	17-5-88
6.	BAHERA	17-5-88
7.	JAURA	17-5-88
8.	BHUPATIA PUR	17-5-88
9.	MAHUWA	17-5-88
10.	RARAUKH	17-5-88
11.	MURRA	17-5-88
12.	GURIA PUR	17-5-88
13.	NONARI BUJURG	17-5-88
14.	BISOHA	17-5-88
15.	KHAJURRA	17-5-88
16.	DUDAULI	17-5-88
17.	BARAGAWN SHIKHI	17-5-88
18.	UMARI BUJURG	17-5-88
19.	JIGANIS	17-5-88
20.	CHILAULI	17-5-88
21.	PARAUKH	17-5-88
22.	SAIFABAD	17-5-88

[N. O-14/16/130/84-GP]

RAKESH KACKER, Dy. Secy.

ग्राम और नागरिक प्रति संभ्रमण

(नागरिक प्रति विभाग)

भारतीय मानक ब्यूरो

मई दिवसी, 10 जून, 1988

का.प्रा. 2705-समय समय पर संयोजित भारतीय मानक संस्था (ग्राम जन चिट्ठा) नियम 1955 के नियम 8 के उपविभाग (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि निम्न 503 गांवों के ब्यूरो नीचे ग्रामपंचायतों में दिए गए हैं, उनका मई 1988 में संकीर्ण किया गया।

ग्रामपंचायत

क्रम संख्या	सीएम/एल संख्या	वैध : तक
(1)	(2)	(3)
1.	0002711	87-03-31
2.	0030009	87-05-15
3.	0042117	87-03-31
4.	0042218	87-03-31
5.	0060927	87-03-31
6.	0062527	87-03-31
7.	0060333	87-04-30
8.	0068539	87-05-31
9.	0083737	87-08-15
10.	0085943	87-05-31
11.	0092637	87-05-31
12.	0099853	87-02-15
13.	0102816	87-03-31
14.	0103111	87-03-31

(1)	(2)	(3)	(1)	(2)	(3)
15.	0103212	87-03-31	69.	0355133	87-05-15
16.	0103313	87-03-31	70.	0357243	87-05-15
17.	0104517	87-05-15	71.	0357343	87-03-31
18.	0125222	87-05-31	72.	0364240	87-05-15
19.	0133524	87-05-31	73.	0371544	87-05-15
20.	0133928	87-03-31	74.	0375649	87-05-31
21.	0140824	87-03-31	75.	0375750	87-05-31
22.	0143830	87-05-15	76.	0375851	87-05-31
23.	0143931	87-05-15	77.	0375952	87-05-31
24.	0146331	87-05-15	78.	0376043	87-05-31
25.	0149943	87-04-30	79.	0476147	87-05-31
26.	0155231	87-04-30	80.	0179753	87-04-15
27.	0165335	87-05-15	81.	0391950	87-05-15
28.	0177746	87-03-31	82.	0404932	87-05-15
29.	0186242	87-05-31	83.	0430025	87-04-15
30.	0191538	87-03-31	84.	0430217	87-05-15
31.	0192136	87-04-30	85.	0431431	87-04-15
32.	0194544	87-03-31	86.	0432939	87-04-30
33.	0196043	87-04-30	87.	0434740	87-04-30
34.	0197752	87-05-15	88.	0436037	87-05-15
35.	0210011	87-04-30	89.	0436141	87-05-15
36.	0217429	87-02-15	90.	0433041	87-05-15
37.	0223737	87-05-31	91.	0439750	87-04-30
38.	0228838	87-05-31	92.	0445240	87-04-15
39.	0230118	87-04-30	93.	0478639	87-11-15
40.	0241022	87-05-31	94.	0468258	87-03-15
41.	0241628	87-03-31	95.	0491247	87-05-15
42.	0247539	87-03-31	96.	0495457	87-04-30
43.	0251126	87-04-15	97.	0508945	87-04-15
44.	0257239	87-05-15	98.	0512431	87-04-15
45.	0263133	87-03-31	99.	0512532	87-04-15
46.	0264842	87-03-31	100.	0514839	87-04-3
47.	0264943	87-03-31	101.	0515033	87-04-30
48.	0265036	87-03-31	102.	0515235	87-04-30
49.	0267141	87-03-31	103.	0515942	87-05-15
50.	0268749	87-05-31	104.	0516439	87-05-15
51.	0281842	87-05-31	105.	0516641	87-05-13
52.	0288957	87-05-15	106.	0517340	87-05-15
53.	0299962	86-09-30	107.	0518241	87-04-30
54.	0306731	87-05-31	108.	0519243	87-05-15
55.	0308533	87-03-31	109.	0519445	87-05-15
56.	0312019	87-03-31	110.	0520632	87-05-15
57.	0319033	87-05-31	111.	0521432	87-05-31
58.	0323327	87-05-15	112.	0522939	87-05-31
59.	0334332	87-04-30	113.	0523537	87-05-31
60.	0334635	87-04-30	114.	0524236	87-05-31
61.	0336942	87-03-31	115.	0524438	87-05-31
62.	0339948	87-05-15	116.	0525238	87-05-31
63.	0340428	87-04-30	117.	0525440	87-04-30
64.	0341733	87-05-31	118.	0526038	87-05-31
65.	0342836	87-05-31	119.	0527343	87-05-31
66.	0349345	87-03-31	120.	0528547	87-05-31
67.	0349446	87-03-31	121.	0533136	87-05-15
68.	0362233	87-05-31	122.	0551239	87-05-31

1)	(2)	(3)	(1)	(2)	(3)
123.	0560003	87-05-15	177.	0767262	87-03-31
124.	0566860	87-05-15	178.	0768870	87-04-15
125.	0582149	87-05-31	179.	0769973	87-04-16
126.	0603939	87-04-15	180.	0770251	87-04-30
127.	0604436	87-04-30	181.	0770766	87-04-15
128.	0604537	87-04-30	182.	0771960	87-04-30
129.	0604739	87-05-31	183.	0772053	87-04-30
130.	0605539	87-04-15	184.	0772457	87-04-30
131.	0603141	87-05-15	185.	0773156	87-04-30
132.	0608242	87-05-15	186.	0773762	87-04-30
133.	0608444	87-05-15	187.	0774461	87-04-30
134.	0608949	87-05-15	188.	0774966	87-05-15
135.	0609343	87-04-30	189.	0775463	87-05-15
136.	0611635	87-05-15	190.	0775534	87-05-31
137.	0612334	87-05-31	191.	0776869	87-05-31
138.	0612939	87-05-31	192.	0777063	87-05-31
139.	0613437	87-05-31	193.	0789474	87-04-30
140.	0616645	87-05-31	194.	0821949	86-12-15
141.	0617243	87-05-31	195.	0830142	87-01-15
142.	0644148	87-05-31	196.	0832732	87-04-15
143.	0674356	87-04-30	197.	0833148	87-04-15
144.	0693562	87-04-15	198.	0834251	86-05-30
145.	0694867	87-04-15	199.	0836356	87-02-15
146.	0695768	87-04-15	200.	0836861	87-02-23
147.	0698269	87-04-15	201.	0841955	87-04-15
148.	0698675	87-05-15	202.	0842654	87-03-15
149.	0699271	87-05-15	203.	0850865	87-03-31
150.	0699776	87-05-15	204.	0851159	87-03-31
151.	0700331	87-06-31	205.	0851352	87-03-31
152.	0700432	87-05-15	206.	0854459	87-04-15
153.	0700634	87-05-15	207.	0854661	87-04-15
154.	0700937	87-05-31	208.	0854964	87-04-15
155.	0701131	87-05-31	209.	0855259	87-04-15
156.	0701232	87-05-31	210.	0856867	87-04-15
157.	0701737	87-05-31	211.	0858669	87-04-15
158.	0701838	87-05-31	212.	0860454	87-04-15
159.	0702436	87-05-31	213.	0863460	87-04-15
160.	0714746	87-05-31	214.	0864159	87-04-30
161.	0714948	87-05-31	215.	0864563	87-04-30
162.	0714948	87-05-31	216.	0864866	87-04-30
163.	0726147	86-10-15	217.	0865767	87-04-30
164.	0734651	87-05-31	218.	0865868	87-04-30
165.	0735663	87-05-31	219.	0865969	87-04-30
166.	0735754	87-05-31	220.	0866668	87-04-30
167.	0738457	87-04-30	221.	0867064	87-04-30
168.	0740747	87-04-30	222.	0867165	87-04-30
169.	0742044	87-04-30	223.	0867468	87-04-30
170.	0742145	87-04-30	224.	0867670	87-05-31
171.	0742650	87-04-30	225.	0868268	87-05-15
172.	0745454	87-04-30	226.	0868773	87-05-31
173.	0753150	87-02-15	227.	0868874	87-05-31
174.	0754354	87-04-30	228.	0869674	87-05-15
175.	0755356	87-04-15	229.	0870053	87-05-31
176.	0763557	87-03-31	330.	0870457	86-06-15

(1)	(2)	(3)	(1)	(2)	(3)
231.	0872663	86-09-15	286.	1054937	87-03-31
232.	0876974	87-05-31	287.	1056436	87-03-15
233.	0879071	87-05-31	288.	1058337	87-03-15
234.	0879172	87-05-31	289.	1057438	87-03-15
235.	0899279	87-04-15	290.	1064334	87-04-15
236.	0912750	87-03-31	291.	1065235	87-04-15
237.	0914047	86-11-30	292.	1065740	87-04-15
238.	0918459	87-04-30	293.	1066641	87-04-15
239.	0930146	87-01-15	294.	1066843	87-04-14
240.	0936562	87-02-15	295.	1067441	87-04-15
241.	0937865	87-01-31	296.	1067845	87-04-15
242.	0956063	87-04-15	297.	1068746	87-04-15
243.	0956467	87-03-31	298.	1069847	87-04-15
244.	0957772	87-03-31	299.	1069243	87-04-15
245.	0958572	87-03-31	300.	1069344	87-04-15
246.	0962361	87-04-15	301.	1070127	87-04-15
247.	0962664	87-04-30	302.	1070733	87-03-30
248.	0962866	87-04-30	303.	1070935	87-04-15
249.	0963262	87-04-30	304.	1071129	87-04-15
250.	0963565	87-04-30	305.	1071533	87-04-30
251.	0963969	87-04-30	306.	1072434	87-04-30
252.	0964062	87-04-30	307.	1073537	87-05-15
253.	0964163	87-04-30	308.	1073739	87-07-31
254.	0964466	87-05-15	309.	1073840	87-08-31
255.	0964567	87-04-30	310.	1073941	87-04-30
256.	0964668	87-04-30	311.	1074438	87-05-15
257.	0964971	87-04-30	312.	1074741	87-05-15
258.	0965266	87-04-30	313.	1075339	87-05-15
259.	0965468	87-04-30	314.	1075440	87-05-15
260.	0965569	87-04-30	315.	1075743	87-05-15
261.	0966167	87-04-30	316.	1076038	87-04-30
262.	0966268	87-04-30	317.	1076139	87-04-30
263.	0966975	87-05-15	318.	1076644	87-05-15
264.	0967068	87-05-15	319.	1077040	87-05-15
265.	0969274	87-04-31	320.	1077242	87-05-15
266.	0970461	87-05-31	321.	1077444	87-05-15
267.	0970764	87-05-15	322.	1077848	87-05-15
268.	0971362	87-05-31	323.	1078143	87-06-31
269.	0971867	87-05-31	324.	1078548	87-06-31
270.	0971769	87-05-15	325.	1078749	87-05-31
271.	0990871	87-05-15	326.	1079448	87-05-31
272.	0995578	86-09-30	327.	1079761	87-03-31
273.	0998887	86-09-30	328.	1079852	87-05-31
274.	0999788	86-10-15	329.	1079953	87-05-31
275.	1000005	87-04-30	330.	1081637	87-05-31
276.	1006724	86-11-15	331.	1082236	87-05-31
277.	1010513	87-05-31	332.	1082437	87-05-31
278.	1023522	87-03-15	333.	1082639	87-05-31
279.	1025021	87-05-15	334.	1083035	87-04-31
280.	1043932	87-05-15	335.	1083136	87-04-30
281.	1044025	87-05-15	336.	1083237	87-04-31
282.	1050222	87-05-31	337.	1083338	87-04-30
283.	1052125	87-03-15	338.	1084744	87-05-31
284.	1053632	87-05-31	339.	1084845	87-05-31
85.	1064634	87-03-31	340.	1086746	87-05-31

(1)	(2)	(3)	(1)	(2)	(3)
341.	1085948	87-05-31	396.	1250836	86-11-30
342.	1088449	87-05-31	397.	1257547	86-12-31
343.	1092137	87-06-15	398.	1264342	87-01-15
344.	1101112	86-08-31	399.	1265041	87-01-15
345.	1117329	87-04-15	400.	1270236	87-01-31
346.	1125328	86-10-31	401.	1281140	87-02-28
347.	1133529	86-11-30	402.	1283952	87-02-28
348.	1139238	86-12-15	403.	1289762	87-03-15
349.	1160247	87-04-30	404.	1293652	87-03-31
350.	1169853	87-03-15	405.	1295454	87-03-31
351.	1171840	87-03-31	406.	1297458	87-03-31
352.	1172034	87-03-31	407.	1298359	87-03-31
353.	1172135	87-03-31	408.	1299563	87-03-31
354.	1172236	87-03-31	409.	1299967	87-03-15
355.	1172337	87-03-31	410.	1300219	87-03-31
356.	1172438	87-03-31	411.	1301726	87-04-15
357.	1175040	87-03-31	412.	1303932	87-10-15
358.	1175141	87-03-31	413.	1304227	87-04-15
359.	1175343	87-05-15	414.	1304934	87-04-15
360.	1177549	87-04-15	415.	1305532	87-04-30
361.	1178248	87-04-15	416.	1305936	87-04-30
362.	1178854	87-04-15	417.	1306029	87-04-30
363.	1179432	87-12-15	418.	1306130	87-04-30
364.	1179755	87-04-30	419.	1306433	87-04-30
365.	1180033	87-04-30	420.	1306938	87-04-30
366.	1180235	87-04-30	421.	1307031	87-04-30
367.	1180538	87-04-30	422.	1307334	87-04-30
368.	1182239	87-04-30	423.	1307738	87-05-15
369.	1182340	87-04-30	424.	1307839	87-05-15
370.	1182643	87-04-30	425.	1307940	87-05-15
371.	1182744	87-04-30	426.	1308639	87-05-15
372.	1183645	87-05-15	427.	1308740	87-05-15
373.	1183948	87-05-15	428.	1309641	87-05-15
374.	1184142	87-05-15	429.	1309843	87-05-15
375.	1184344	87-05-15	430.	1309944	87-05-15
376.	1184546	87-05-1	431.	1310222	87-05-14
377.	1185043	87-04-30	432.	1310424	87-05-15
378.	1185144	87-05-15	433.	1310525	87-05-15
379.	1185245	87-04-30	434.	1310727	87-05-31
380.	1185346	87-04-30	435.	1310828	87-05-15
381.	1185447	87-04-30	436.	1310929	87-05-15
382.	1185548	87-04-30	437.	1311426	87-05-15
383.	1185851	87-05-15	438.	1311527	87-05-15
384.	1187148	87-05-15	439.	1311830	87-05-31
385.	1187855	87-05-15	440.	1312125	87-05-31
386.	1188049	87-05-31	441.	1312226	87-05-31
387.	1189051	87-05-31	442.	1313127	87-05-31
388.	1189152	87-05-31	443.	1313632	87-05-31
389.	1190036	87-05-31	444.	1316032	87-05-31
390.	1201722	87-06-30	445.	1317842	87-05-31
391.	1225029	87-03-31	446.	1326641	86-07-31
392.	1225130	87-03-31	447.	1339448	86-09-15
393.	1229258	86-08-31	448.	1343844	86-09-30
394.	1234939	86-09-15	449.	1353644	86-12-15
395.	1248748	86-11-30	450.	1368556	87-01-31

(1)	(2)	(3)
481.	1370341	87-02-15
482.	1373850	87-02-15
483.	1373953	87-02-15
484.	1375452	87-02-15
485.	1389261	87-03-15
486.	1389766	87-03-15
487.	1393050	87-03-31
488.	1392857	87-03-31
489.	1396965	87-03-31
490.	1399163	87-03-31
491.	1400324	87-03-31
492.	1400627	87-03-31
493.	1401427	87-03-31
494.	1405334	87-03-31
495.	1405839	87-12-31
496.	1406740	87-04-15
497.	1406942	87-04-15
498.	1407742	87-04-15
499.	1407843	87-04-15
500.	1408239	87-04-15
501.	1408946	87-05-15
502.	1409443	87-04-15
503.	1409847	87-04-15
504.	1410024	87-04-15
505.	1410832	87-04-15
506.	1411935	87-04-15
507.	1414436	87-04-15
508.	1412735	88-03-15
509.	1412836	88-03-15
510.	1414436	87-04-15
511.	1415337	87-04-15
512.	1418949	87-04-30
513.	1419345	87-04-30
514.	1419446	87-04-30
515.	1419547	87-04-30
516.	1419648	87-04-30
517.	1419749	87-04-30
518.	1419850	87-04-30
519.	1419951	87-04-30
520.	1420431	87-04-30
521.	1421433	87-05-15
522.	1421544	87-04-30
523.	1421736	87-04-30
524.	1421837	87-06-15
525.	1421938	87-06-15
526.	1422031	87-05-15
527.	1422233	87-05-15
528.	1422738	87-05-15
529.	1423033	87-05-15
530.	1423134	87-05-15
531.	1423437	87-06-15
532.	1424641	87-05-31
533.	1424742	87-06-15

MINISTRY OF FOOD & CIVIL SUPPLIES

(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 10th August, 1988

S.O. 2705.—In pursuance of sub-regulation (1) of Regulation of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution, hereby, notifies that 503 licences, particulars of which are given in the following Schedule, have been renewed during the month of May 1986 :

SCHEDULE

Sl. No.	CM/L No.	Valid upto
(1)	(2)	(3)
1.	0002711	87-05-31
2.	0030009	87-05-15
3.	0042117	87-03-31
4.	0042218	87-03-31
5.	0060927	87-03-31
6.	0062527	87-03-15
7.	0066333	87-04-30
8.	0068539	87-05-31
9.	0083737	87-05-15
10.	0085943	87-05-31
11.	0092637	87-05-31
12.	0099853	87-02-15
13.	0102816	87-03-31
14.	0103111	87-03-31
15.	0103212	87-03-31
16.	0103313	87-03-31
17.	0104517	87-05-15
18.	0125222	87-05-31
19.	0133524	87-05-31
20.	0133928	87-03-31
21.	0140824	87-03-31
22.	0143830	87-05-15
23.	0143931	87-05-15
24.	0146331	87-05-15
25.	0149943	87-04-30
26.	0155231	87-04-30
27.	0165335	87-05-15
28.	0177746	87-03-31
29.	0186242	87-05-31
30.	0191538	87-03-31
31.	0192136	87-04-30
32.	0194544	87-03-31
33.	0196043	87-04-30
34.	0197752	87-05-15
35.	0210011	87-04-30
36.	0217429	87-02-15
37.	0228737	87-05-31
38.	0228838	87-05-31
39.	0230118	87-04-30
40.	0241022	87-05-31
41.	0241628	87-03-31
42.	0247539	87-03-31
43.	0251126	87-04-15
44.	0257239	87-05-15
45.	0263133	87-03-31
46.	0264842	87-03-31

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51.	0281842	87-05-31	115.	0524438	87-05-31
52.	0288957	87-05-15	116.	0525238	87-05-31
53.	0299962	86-09-30	117.	0525440	87-04-30
54.	0306731	87-05-31	118.	0526038	87-05-31
55.	0308533	87-03-31	119.	0527342	87-05-31
56.	0312019	87-03-31	120.	0528547	87-05-31
57.	0319033	87-05-31	121.	0533136	87-05-15
58.	0323327	87-05-15	122.	0551239	87-05-31
59.	0334332	87-04-30	123.	0560003	87-05-15
60.	0334635	87-04-30	124.	0568660	87-05-15
61.	0336942	87-03-31	125.	0582149	87-05-31
62.	0339948	87-05-15	126.	0603939	87-04-15
63.	0340428	87-05-31	127.	0604436	87-04-30
64.	0341733	87-04-30	128.	0604537	87-04-30
65.	0342836	87-05-31	129.	0604739	87-05-31
66.	0349345	87-03-31	130.	0605539	87-04-15
67.	0349446	87-03-31	131.	0608141	87-05-15
68.	0352233	87-05-31	132.	0608242	87-05-15
69.	0355138	87-05-15	133.	0608444	87-05-15
70.	0357243	87-04-30	134.	0608949	87-05-15
71.	0359146	87-03-31	135.	0609345	87-04-30
72.	0364240	87-05-15	136.	0611635	87-05-15
73.	0373544	87-05-15	137.	0612334	87-05-31
74.	0375649	87-05-31	138.	0612839	87-05-31
75.	0375750	87-05-31	139.	0613437	87-05-31
76.	0375851	87-05-31	140.	0616645	87-05-31
77.	0375952	87-05-31	141.	0617243	87-05-31
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81.	0391950	87-05-15	145.	0694867	87-04-15
82.	0404832	87-05-15	146.	0695758	87-04-15
83.	0430025	87-04-15	147.	0698269	07-04-30
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85.	0431431	87-04-15	149.	0699271	86-05-15
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88.	0436037	87-05-15	152.	0700432	87-05-15
89.	0436441	87-05-15	153.	0700634	87-05-15
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91.	0439750	87-04-30	155.	0701131	87-05-31
92.	0445240	87-04-15	156.	0701232	87-05-31
93.	0478659	86-11-15	157.	0701737	87-05-31
94.	0488258	87-03-15	158.	0701838	87-05-31
95.	0491247	87-05-15	159.	0702436	87-05-31
96.	0495457	87-04-30	160.	0714746	87-05-31
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102.	0515235	87-04-30	166.	0735754	87-05-31
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193.	0789474	87-04-30	258.	0965266	37-04-30
194.	0821949	86-12-15	259.	0965468	87-04-30
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197.	0833148	87-04-15	262.	0966268	87-04-30
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205.	0851352	87-03-31	270.	0971769	87-05-15
206.	0854459	87-04-15	271.	0990871	87-05-15
207.	0854661	87-04-15	272.	0995578	86-09-30
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209.	0855259	87-04-15	274.	0999788	86-10-15
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212.	0860454	87-04-15	277.	1010513	87-05-31
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220.	0866668	87-04-30	285.	1054634	87-03-31
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222.	0867165	87-04-30	287.	1056346	87-03-15
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233.	0879071	87-05-31	298.	1068847	87-04-15
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238.	0918459	87-04-30	303.	1070935	87-04-15
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311.	1074438	87-05-15	376.	1184546	87-05-15
312.	1074741	87-05-15	377.	1185043	87-04-30
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325.	1078749	87-05-31	390.	1201722	87-06-30
326.	1079448	87-05-31	391.	1225029	87-03-31
327.	1079731	87-03-31	392.	1225130	87-03-31
328.	1079852	87-05-31	393.	1229239	86-08-31
329.	1079953	87-05-31	394.	1234939	86-09-15
330.	1081637	87-05-31	395.	1248748	86-11-30
331.	1082336	87-05-31	396.	1250836	86-11-30
332.	1082437	87-05-31	397.	1257547	86-12-31
333.	1086339	87-05-31	398.	1264342	87-01-15
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335.	1083136	87-04-30	400.	1270236	87-01-31
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338.	1084744	87-05-31	403.	1289762	87-03-15
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343.	1092137	86-06-15	408.	1299563	87-03-31
344.	1101112	86-08-31	409.	1299767	87-03-15
345.	1117329	87-04-15	410.	1300219	87-03-31
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347.	1133529	86-11-30	412.	1303932	87-10-15
348.	1139238	86-12-15	413.	1304227	87-04-15
349.	1169247	87-04-30	414.	1304934	87-04-15
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355.	1172337	87-03-31	420.	1306938	87-04-30
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357.	1175040	87-03-31	422.	1307334	87-04-30
358.	1175141	87-03-31	423.	1307738	87-05-15
359.	1175343	7-05-15	424.	1307839	87-05-15
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361.	1178248	87-04-15	426.	1308639	87-05-15
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363.	1179452	87-12-15	428.	1309641	87-05-15
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366.	1180235	87-04-30	431.	1310222	87-05-15
367.	1180538	87-04-30	422.	1310424	87-05-15
368.	1182239	87-04-30	433.	1310525	87-05-15
369.	1182340	87-04-30	434.	1310727	87-05-31
370.	1182643	87-04-30	435.	1310828	87-05-15

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440.	1312125	87-05-31	503.	1424742	87-06-15
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442.	1313127	87-05-31			
443.	1313632	87-05-31			
444.	1316032	87-05-31			
445.	1317842	87-05-31			
446.	1326641	87-07-31			
447.	1339448	87-09-15			
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449.	1353644	87-12-15			
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453.	1373953	87-02-15			
454.	1375452	87-02-15			
455.	1389261	87-03-15			
456.	1389766	87-03-15			
457.	1393050	87-03-31			
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459.	1396965	87-03-31			
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494.	1421837	87-06-15			
495.	1421938	87-05-15			
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498.	1422238	87-05-15			
499.	1423033	87-05-15			

[No. CMD/13;17]

नई दिल्ली, 18 अगस्त, 1988

का. धा. 2706,--समय-समय पर संशोधित भारतीय मानक मंथन (प्रमाणन चिह्न) विनियम 1955 के विनियम 8 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन 614 वास्तवों के द्वाये नई अनुसूची में दिए गए हैं, उनका असाई. 1986 में मनीकरण किया गया है।

अनुसूची

क्रम संख्या	सी एस/एस संख्या	वैध : नई
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9.	0072429	87-07-31
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22.	0147131	87-06-30
23.	0149943	87-04-30
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27.	0169343	87-06-30
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38.	0252835	87-07-31	94.	0534441	87-07-15
39.	0270837	87-06-30	95.	0537851	87-01-15
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41.	0276950	87-03-31	97.	0539148	87-07-31
42.	0290641	87-06-30	98.	0539451	87-07-31
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44.	0297352	87-07-15	100.	0545345	87-08-30
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65.	0389660	87-07-31	121.	0620030	87-06-30
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76.	0449854	87-07-31	132.	0636449	86-08-31
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81.	0508945	87-04-16	137.	0645046	87-06-30
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84.	0513029	87-06-30	140.	0677463	87-07-31
85.	0513130	87-06-30	141.	0786969	87-03-31
86.	0515336	87-06-30	142.	0687971	87-06-30
87.	0521432	87-05-31	143.	0699167	87-06-30
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			49.	0343535	87-06-15
			50.	0345337	87-06-30
			51.	0346335	87-06-30
			52.	0347240	87-07-15
			53.	0347543	87-07-15
			54.	0349547	87-07-31
			55.	0361638	87-07-31
			56.	0366446	87-07-15
			57.	0368551	87-07-15
			58.	0381442	87-07-31
			59.	0383850	87-06-30
			60.	0385955	87-07-31
			61.	0386553	87-06-30
			62.	0386654	87-06-30
			63.	0387757	87-06-30
			64.	0388052	87-07-15
			65.	0389660	87-07-31
			66.	0396657	87-06-30
			67.	0396960	87-06-30
			68.	0397356	87-06-30
			69.	0397558	87-06-30
			70.	0397760	87-06-30

[सं. सी एम डी/ 13 : 12]

New Delhi, the 18th August, 1988

S.O. 2706.— In pursuance of subregulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution, hereby, notifies that 614 licences, particulars of which are given in the following Schedule, have been renewed during the month of July 1986.

SCHEDULE

Sl. No.	CM/L No.	Valid upto
(1)	(2)	(3)
1.	0017522	87-06-30
2.	0017623	87-06-30
3.	0024519	87-06-30
4.	0038227	87-07-31

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71.	0418237	87-07-31	136.	0644044	87-07-15
72.	0436845	87-06-30	137.	0645046	87-06-30
73.	0442234	87-07-15	138.	0645147	87-07-15
74.	0444541	87-07-31	139.	0655736	87-07-15
75.	0444642	87-06-30	140.	0677463	87-07-31
76.	0449854	87-07-31	141.	0686969	87-03-31
77.	0449551	87-07-31	142.	0687971	87-06-30
78.	0452136	87-07-31	143.	0689167	87-06-30
79.	0453845	87-07-31	144.	0693966	87-06-30
80.	0456245	87-06-30	145.	0695465	87-04-15
81.	0508945	87-04-16	146.	0697267	87-07-15
82.	0511631	87-06-30	147.	0698253	87-06-30
83.	0512734	87-07-31	148.	0699170	87-06-30
84.	0513029	87-06-30	149.	0700937	87-05-31
85.	0513130	87-06-30	150.	0702840	87-06-15
86.	0515336	87-06-30	151.	0703741	87-06-15
87.	0521432	87-05-31	152.	0704642	87-06-30
88.	0523133	87-06-30	153.	0707244	87-06-30
89.	0523638	87-06-30	154.	0707345	87-06-30
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91.	0532942	87-07-31	156.	0708650	87-06-30
92.	0536142	87-07-15	157.	0709450	87-06-30
93.	0535039	87-07-15	158.	0710132	87-07-15
94.	0534441	87-07-15	159.	0710940	87-07-15
95.	0537851	87-01-15	160.	0711336	87-07-31
96.	0538348	87-07-31	161.	0711437	87-07-15
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103.	0561343	87-07-31	168.	0741951	87-06-30
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131.	0631237	87-07-31	196.	0786266	87-07-31
132.	0636449	86-08-31	197.	0786367	87-07-31
133.	0639253	87-07-15	198.	0786670	87-07-31
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213.	0870457	87-06-15	280.	0979883	87-07-15
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225.	0877269	87-07-15	292.	0984068	87-07-31
226.	0877471	87-07-15	293.	0984169	87-07-31
227.	0877774	87-06-30	294.	0984371	87-07-31
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237.	0881561	87-07-31	304.	1071836	87-04-30
238.	0881765	87-07-31	305.	1072030	87-04-30
239.	0882767	87-07-31	306.	1071937	87-04-30
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244.	0929464	87-01-15	311.	1079650	87-05-31
245.	0929868	87-07-15	312.	1085443	87-05-31
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266.	0973972	87-06-15	333.	1096347	87-07-15
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351.	1101415	87-07-31	418.	1209536	87-06-30
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363.	1186853	87-05-15	430.	1211422	87-06-30
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365.	1188251	87-05-31	432.	1211624	87-06-30
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369.	1192848	87-06-15	436.	1213729	87-07-31
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386.	1202522	87-07-15	453.	1217333	87-06-30
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393.	1203524	87-06-30	460.	1221324	87-06-30
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491.	1313733	87-05-31	557.	1422233	87-05-15
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523.	1324435	87-07-15	589.	1432741	87-07-15
524.	1324536	87-07-15	590.	1433844	87-07-15
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529.	1359959	87-01-15	595.	1434543	87-06-30
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531.	1326136	87-07-31	597.	1434947	87-07-15
532.	1327138	87-07-31	598.	1435040	87-07-15
533.	1327643	87-07-31	599.	1435141	87-07-15

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607.	1436547	87-07-15	35.	0230118	87-04-30
608.	1436648	87-07-15	36.	0230421	87-04-15
609.	1436850	87-07-31	37.	0231524	87-07-31
610.	1437347	87-07-15	38.	0243026	87-05-15
611.	1437448	87-07-31	39.	0243430	87-04-30
612.	1438955	87-07-31	40.	0248642	87-03-30
613.	1439250	87-01-31	41.	0255033	87-03-15
614.	1439351	87-07-31	42.	0273136	87-03-15
[No. CMD/13:12]			43.	0276950	87-03-11
K.R. PARAMESVAR, Director General			44.	0292140	87-03-31
का. सं. 2707 :- समय-समय पर संशोधित भारतीय मानक			45.	03000618	87-03-31
संस्था (प्रमाणन विभाग) विनियम 1955 के विनियम 8 के उपविनियम			46.	0303422	87-06-15
(1) के अनुसार भारतीय मानक संस्था द्वारा प्रमाणित किया जाता है कि			47.	0309232	87-07-15
जिन 499 वाइसों के लिये नीचे अनुसूची में दिए गए हैं, उनका			48.	0309333	87-07-11
प्रमाण, 1986 में प्रतीकित किया गया है।			49.	0310823	87-07-31
अनुसूची			50.	0329541	87-03-15
क्रम	एम्/एल	वैध : तक	51.	0334645	87-04-30
संख्या	संख्या		52.	0339847	87-05-15
(1)	(2)	(3)	53.	0340731	87-06-15
1.	0003006	87-06-30	54.	0342120	87-06-30
2.	0013413	87-07-31	55.	0342836	87-05-31
3.	0018625	87-05-15	56.	0345640	87-06-30
4.	0019021	87-07-31	57.	0347240	87-07-15
5.	0063731	87-07-15	58.	0347543	87-07-15
6.	0065028	86-12-31	59.	0351534	87-08-15
7.	0068135	87-06-30	60.	0351736	87-08-15
8.	0080933	87-06-30	61.	0361838	87-07-31
9.	0081026	87-06-30	62.	0368551	87-07-15
10.	0102008	87-08-15	63.	0372744	87-05-31
11.	0111413	87-06-15	64.	0384953	87-06-15
12.	0116625	87-05-15	65.	0389054	87-07-11
13.	0119631	87-07-15	66.	0390039	87-07-31
14.	0121618	87-07-15	67.	0390443	87-07-31
15.	0126123	87-05-31	68.	0394754	87-07-31
16.	0126931	87-05-31	69.	0402222	87-06-30
17.	0129028	87-06-30	70.	0402323	87-06-16
18.	0129230	87-06-15	71.	0418237	87-07-31
19.	0136934	87-06-15	72.	0433132	87-07-15
20.	0137935	86-12-31	73.	0435540	87-04-30
21.	0149943	87-04-30	74.	0439750	87-04-30
22.	0158540	87-06-30	75.	0444743	87-06-30
23.	0165840	86-12-31	76.	0446040	87-06-30
24.	0171128	87-06-15	77.	0447446	87-08-15
25.	0175742	87-06-30	78.	0449753	87-07-31
26.	0177746	87-03-31	79.	0457651	87-08-15
27.	0187345	87-06-30	80.	0457752	87-08-15

(1)	(2)	(3)	(1)	(2)	(3)
			135.	0705038	87-06-15
81.	0478154	86-10-31	136.	0706343	87-06-15
82.	0483228	87-07-31	137.	0711336	87-07-31
83.	0499364	87-06-30	138.	0711437	87-07-31
84.	0508945	87-04-15	139.	0712237	87-07-31
85.	0515134	87-08-15	140.	0712944	87-07-31
86.	0515942	87-05-15	141.	0718138	87-07-31
87.	0517643	87-05-15	142.	0729254	87-05-31
88.	0517845	86-05-15	143.	0755356	87-04-15
89.	0521432	87-05-31	144.	0759465	87-03-15
90.	0522737	87-05-15	145.	0768466	87-04-15
91.	0523133	87-06-30	146.	0769670	87-04-15
92.	0523638	87-06-30	147.	0769973	87-04-15
93.	0528446	87-05-31	148.	0776667	87-05-31
94.	0529246	87-05-15	149.	0777164	87-05-31
95.	0537245	87-07-31	150.	0778166	87-07-31
96.	0538045	87-07-31	151.	0779269	87-06-15
97.	0541539	87-07-31	152.	0780759	87-06-30
98.	0542642	87-04-15	153.	0783058	87-07-15
99.	0564652	87-06-30	154.	0783159	87-07-15
100.	0564753	87-06-30	155.	0784161	87-07-15
101.	0567052	87-08-31	156.	0784363	87-07-15
102.	0576861	87-05-31	157.	0784969	87-07-15
103.	0585660	87-06-30	158.	0785062	87-07-15
104.	0603737	87-03-31	159.	0785264	87-07-15
105.	0612839	88-05-31	160.	0785971	87-07-31
106.	0613336	87-05-31	161.	0786670	87-07-31
107.	0613538	87-06-30	162.	0787975	87-07-31
108.	0614439	87-05-31	163.	0787571	87-07-31
109.	0614641	87-06-15	164.	0789878	87-08-15
110.	0617748	87-06-15	165.	0790156	87-08-15
111.	0617849	87-06-15	166.	0790257	87-08-15
112.	0617950	87-06-30	167.	0791057	87-08-15
113.	0622640	87-07-30	168.	0806448	87-08-15
114.	0622741	87-07-15	169.	0832752	87-03-31
115.	0622842	87-07-15	170.	0841955	87-04-15
116.	0623945	87-07-15	171.	0851554	87-04-15
117.	0624644	87-07-15	172.	0859166	87-03-31
118.	0628753	87-07-31	173.	0859469	87-04-15
119.	0628955	87-07-31	174.	0868975	87-03-30
120.	0629452	87-07-31	175.	0869775	87-00-31
121.	0630134	87-07-31	176.	0869876	87-05-31
122.	0630235	87-07-31	177.	0870760	87-05-31
123.	0630336	87-07-31	178.	0872663	87-06-15
124.	0631237	87-07-31	179.	0873261	87-05-15
125.	0636449	87-08-31	180.	0873564	87-07-31
126.	0678465	87-02-27	181.	0874061	87-06-15
127.	0682557	87-07-15	182.	0874869	87-03-30
128.	0587971	87-06-30	183.	0875669	87-06-30
129.	0693461	87-08-15	184.	0877774	87-06-15
130.	0695465	87-04-15	185.	0878170	87-06-30
131.	0698875	87-05-15	186.	0878271	87-07-15
132.	0699978	87-05-15	187.	087990	87-07-15
133.	0700937	87-05-31	188.	0880258	9-07-31
134.	0703943	87-06-15	189.	0881058	87-07-31

(1)	(2)	(3)	(1)	(2)	(3)
190	0881260	87-07-31	244	1078350	87-05-31
191	0881402	87-07-31	245	1080635	87-05-31
192	0881563	87-07-31	246	1080736	87-05-31
193	0882363	87-07-31	247	1082538	87-05-31
194	0882767	87-07-31	248	1083439	87-05-31
195	0882868	87-07-31	249	1083540	87-05-31
196	0883769	87-07-31	250	1085615	87-04-15
197	0886084	87-07-31	251	1086950	87-06-15
198	0887070	87-07-31	252	1087649	87-06-15
199	0888577	87-08-15	253	1087760	87-06-15
200	0890362	87-08-15	254	1088247	87-06-15
201	0915454	87-08-15	255	1088954	87-06-15
202	0929464	87-08-15	256	1089047	86-12-31
203	0952055	87-07-31	257	1090315	87-06-30
204	0958875	87-04-15	258	1092137	87-06-15
205	0956063	87-04-15	259	1093442	87-06-30
206	0960761	87-04-15	260	1094040	87-07-15
207	0962159	87-05-15	261	1094646	87-07-15
208	0968272	87-05-31	262	1095951	87-07-15
209	0969173	87-05-31	263	1096347	87-07-31
210	0970158	87-05-31	264	1096852	87-07-15
211	0970360	87-07-15	265	1097551	87-07-15
212	0971584	87-07-31	266	1097753	87-07-15
213	0972162	87-05-31	267	1097854	87-07-15
214	0974873	87-06-15	268	1100112	87-08-15
215	0975574	87-06-30	269	1100716	87-07-15
216	0978679	87-07-15	270	1101112	87-07-31
217	0978982	87-07-15	271	1101415	87-07-31
218	0979378	87-07-15	272	1102215	87-07-31
219	0980363	87-07-15	273	1102816	87-07-31
220	0980969	87-07-15	274	1106122	87-08-15
221	0981567	87-07-31	275	1106324	87-08-15
222	0984169	87-07-31	276	1106728	87-08-15
223	0984371	87-07-31	277	1107023	87-07-31
224	0984573	87-08-15	278	1107124	87-07-31
225	0984674	87-08-15	279	1107730	87-08-15
226	0985675	87-08-15	280	1109633	86-12-31
227	0985777	87-08-15	281	1110517	87-08-31
228	0987579	87-08-15	282	1110820	87-08-31
229	1018329	86-12-15	283	1113321	87-08-31
230	1026326	87-01-15	284	1177145	87-04-15
231	1045330	87-07-15	285	1179351	87-04-30
232	1049237	87-13-15	286	1185952	87-05-15
233	1050727	87-03-31	287	1185251	87-05-31
234	1051931	87-03-15	288	1190440	87-06-15
235	1052125	87-03-15	289	1191543	87-06-15
236	1053935	87-04-15	290	1192747	87-06-15
237	1054937	87-03-31	291	1193042	87-06-15
238	1058137	87-03-31	292	1193244	87-06-15
239	1062229	87-04-15	293	1194852	87-06-15
240	1074438	87-03-15	294	1196937	87-06-15
241	1074842	87-05-15	295	1197434	87-06-15
242	1075339	87-05-15	296	1200316	87-06-30
243	1078143	87-05-31			

(1)	(2)	(3)	(1)	(2)	(3)
297	1200518	87-06-30	349	1213325	87-07-15
298	1200720	87-06-30	350	1213628	87-07-31
299	1201116	87-06-30	351	1213729	87-07-31
300	1202522	87-07-15	352	1213820	87-07-31
301	1203625	87-06-30	353	1215329	87-07-31
302	1204425	87-06-30	354	1215531	87-07-31
303	1204728	87-06-30	355	1215632	87-07-31
304	1204930	87-06-30	356	1216028	87-07-31
305	1205023	87-06-30	357	1216937	87-06-30
306	1205124	87-06-30	358	1219034	87-07-15
307	1205225	87-06-30	359	1220625	87-08-15
308	1205326	87-06-30	360	1220927	87-08-15
309	1205427	87-06-30	361	1221526	87-06-30
310	1205629	87-06-30	362	1221627	87-06-30
311	1205730	87-06-30	363	1221829	87-07-31
312	1205831	87-06-30	364	1221728	87-07-31
313	1205932	87-06-30	365	1221930	87-07-31
314	1206025	87-06-30	366	1222023	87-07-31
315	1206126	87-06-30	367	1223025	87-07-31
316	1206429	87-07-30	368	1233934	87-07-31
317	1206530	87-07-30	369	1223126	87-07-31
318	1206631	87-06-30	370	1224936	87-08-15
319	1206732	87-06-30	371	1270236	07-01-31
320	1206833	87-06-30	372	1272846	87-02-15
321	1206934	87-06-30	373	1273444	87-02-15
322	1207027	87-06-30	374	1285047	87-03-15
323	1207128	87-06-30	375	1287354	87-03-15
324	1207229	87-06-30	376	1288760	87-03-15
325	1207330	87-06-30	377	1296658	87-03-31
326	1207431	87-07-15	378	1300623	87-04-15
327	1208231	87-06-30	379	1304025	87-04-15
328	1208332	87-06-30	380	1305128	87-03-31
329	1208635	87-06-30	381	1308740	87-05-15
330	1208938	87-06-30	382	1308841	87-04-30
331	1209031	87-06-30	383	1309942	87-05-15
332	1209132	87-06-30	384	1310322	87-05-15
333	1209435	87-06-30	385	1311729	87-05-31
334	1209536	87-06-30	386	1312428	87-05-31
335	1210117	87-06-30	387	1312225	87-05-31
336	1210218	87-07-15	388	1312529	87-05-31
337	1211018	87-07-31	389	1312731	87-05-31
338	1211119	87-07-31	390	1313632	87-05-31
339	1211321	87-07-31	391	1314432	87-06-15
340	1211422	87-06-30	392	1314836	87-06-15
341	1211523	87-06-30	393	1315836	87-06-15
342	1211624	87-06-30	394	1315737	87-06-15
343	1212020	87-07-31	395	1315939	87-06-15
344	1212121	87-07-31	396	1317034	87-06-15
345	1212424	87-07-31	397	1317236	87-06-15
346	1212626	87-07-31	398	1317842	87-05-31
347	1213022	87-06-30	399	1319240	87-06-30
348	1213123	87-07-31	400	1319745	87-06-30
			401	1320730	87-06-30
			402	1321530	87-06-30
			403	1321227	87-06-30

(1)	(2)	(3)	(1)	(2)	(3)
404.	1322126	87-07-15	461.	1428043	87-06-30
405.	1322633	87-07-15	462.	1428144	87-06-30
406.	1323130	87-07-15	463.	1428730	87-06-30
407.	1323534	87-07-15	464.	1429045	87-06-30
408.	1324031	87-07-15	465.	1429449	87-06-30
509.	1324233	87-07-15	466.	1429550	87-06-30
410.	1324940	87-07-15	467.	1429851	87-06-30
411.	1325134	87-07-15	468.	1429853	87-06-30
412.	1325336	87-07-15	469.	1430232	87-06-30
413.	1325538	87-07-31	470.	1430737	87-06-30
414.	1325841	87-07-31	471.	1431133	87-08-30
415.	1326035	87-07-31	472.	1431638	87-07-15
416.	1326136	87-07-31	473.	1431739	87-07-15
417.	1326742	87-07-31	474.	1431840	87-07-15
418.	1327441	87-12-31	475.	1432135	87-07-15
419.	1327542	87-08-15	476.	1432337	87-07-15
420.	1327643	87-07-31	477.	1433440	87-07-15
421.	1328342	87-07-31	478.	1433642	87-07-15
422.	1328443	87-07-31	479.	1434644	87-07-15
423.	1328645	87-07-31	480.	1435141	87-07-15
424.	1329748	87-07-31	481.	1436143	87-07-15
425.	1330026	87-07-31	482.	1436345	87-07-15
426.	1330127	87-07-31	483.	1436648	87-07-15
427.	1330935	86-08-15	484.	1437044	87-07-31
428.	1341940	86-08-15	485.	1437145	87-07-31
429.	1348950	86-12-31	486.	1437246	87-07-31
430.	1351337	86-11-30	487.	1437347	87-07-15
431.	1387459	87-03-15	488.	1437650	87-07-31
432.	1388663	87-03-15	489.	1437953	87-07-31
433.	1389766	87-03-15	490.	1438147	87-07-31
434.	1396965	87-03-31	491.	1438551	87-07-31
435.	1399971	87-03-31	492.	1438955	87-07-31
436.	1400627	87-03-31	493.	1439048	87-07-31
437.	1406437	87-04-15	494.	1439452	87-07-31
438.	1406942	87-04-15	495.	1439856	87-08-15
439.	1407742	87-04-15	496.	1439957	87-08-15
440.	1407843	87-04-15	497.	1440740	87-07-31
441.	1407944	87-04-15	498.	1442037	87-08-15
442.	1408441	87-04-15	499.	1446853	87-08-31
443.	1410529	87-04-15			
444.	1411632	87-04-15			
445.	1417442	87-04-15			
446.	1417745	86-12-31			
447.	1419244	87-04-30			
448.	1420128	87-04-30			
449.	1421332	87-05-15			
450.	1422233	87-05-15			
451.	1422536	87-05-15			
452.	1422940	87-05-15			
453.	1423639	87-05-31			
454.	1424944	87-06-15			
455.	1425037	87-06-15			
456.	1425946	87-06-15			
457.	1427142	87-06-15			
458.	1427243	87-06-15			
459.	1427445	87-06-15			
460.	1427950	87-06-30			

[सं. सी.एस.सी./13 : 12]

क्रि. सं. परमेश्वर, महामहिम

S.O. 2707 In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution, hereby, notifies that 499 licences, particulars of which are given in the following Schedule, have been renewed during the month of August 1986 :

SCHEDULE

Sl. No.	CM/I. No.	Valid upto
(1)	(2)	(3)
1.	0003006	87-06-30
2.	0013413	87-07-31
3.	0018625	87-05-15
4.	0019021	87-07-31
5.	0063731	87-07-31

(1)	(2)	(3)	(1)	(2)	(3)
6.	0065028	86-12-31	72.	0433132	87-07-15
7.	0068135	86-06-30	73.	0435540	87-04-30
8.	0080933	87-06-30	74.	0439750	87-04-30
9.	0081026	87-06-30	75.	0444743	87-06-30
10.	0102008	87-08-15	76.	0446040	87-06-30
11.	0111413	87-06-15	77.	0447446	87-08-15
12.	0116625	87-05-15	78.	0449753	87-07-31
13.	0119631	87-07-15	79.	0457651	87-08-15
14.	0121618	87-07-15	80.	0457752	87-08-15
15.	0126123	87-05-31	81.	0478154	86-10-31
16.	0126931	87-05-31	82.	0483228	87-07-31
17.	0129028	87-06-30	83.	0499364	87-06-30
18.	0129230	87-06-15	84.	0508945	87-04-15
19.	0136934	87-06-15	85.	0515134	87-08-15
20.	0137835	86-12-31	86.	0515942	87-05-15
21.	0149943	87-04-30	87.	0517643	87-05-15
22.	0158540	87-06-30	88.	0517845	87-05-15
23.	0165840	86-12-31	89.	0521432	86-05-31
24.	017128	87-06-15	90.	0522737	87-05-15
25.	0175742	87-06-30	91.	0523133	87-06-30
26.	0177746	87-03-31	92.	0523638	87-06-30
27.	0187345	87-06-30	93.	0528446	87-05-31
28.	0194645	87-03-31	94.	0529246	87-06-15
29.	0196346	87-06-15	95.	0537245	87-07-31
30.	0201717	87-07-15	96.	0538045	87-07-31
31.	0204016	87-06-30	97.	0541539	87-07-31
32.	0206828	87-06-30	98.	0542642	87-08-15
33.	0210011	87-04-30	99.	0564652	87-06-30
34.	0220721	87-06-30	100.	0564753	87-06-30
35.	0230118	87-04-30	101.	0567052	87-07-31
36.	0230421	87-04-15	102.	0576861	87-05-31
37.	0231524	87-07-31	103.	0585660	87-06-30
38.	0243026	87-05-15	104.	0603737	87-03-31
39.	0243430	87-04-30	105.	0612839	87-05-31
40.	0248642	87-06-30	106.	0613336	87-05-31
41.	0255033	87-05-15	107.	0613538	87-06-30
42.	0273136	87-08-15	108.	0614439	87-05-31
43.	0276950	87-03-31	109.	0614641	87-06-15
44.	0292140	87-03-31	110.	0617748	87-06-15
45.	0300618	87-03-31	111.	0617849	87-06-15
46.	0303422	87-06-15	112.	0617950	87-06-30
47.	0309232	87-07-15	113.	0622640	87-06-30
48.	0309333	87-07-31	114.	0622741	87-07-15
49.	0310823	87-07-31	115.	0622842	87-07-15
50.	0329541	87-08-15	116.	0623945	87-07-15
51.	0334645	87-04-30	117.	0624644	87-07-15
52.	0339847	87-05-15	118.	0628753	87-07-31
53.	0340731	87-06-15	119.	0628955	87-07-31
54.	0342129	87-06-30	120.	0629452	87-07-31
55.	0342836	87-05-31	121.	0630124	87-07-31
56.	0345640	87-06-30	122.	0630235	87-07-31
57.	0347240	87-07-15	123.	0630336	87-07-31
58.	0347543	87-07-15	124.	0631237	87-07-31
59.	0351534	87-08-15	125.	0636449	87-07-31
60.	0351736	87-08-15	126.	0678465	87-08-31
61.	0361638	87-07-31	127.	0682557	87-02-27
62.	0368551	87-07-15	128.	0687971	87-07-15
63.	0372744	87-05-31	129.	0693461	87-06-30
64.	0384953	87-06-15	130.	0695465	87-08-15
65.	0389054	87-07-31	131.	0698875	87-04-15
66.	0390039	87-07-31	132.	0699978	87-05-15
67.	0390443	87-07-31	133.	0700937	87-05-31
68.	0394754	87-07-31	134.	0703943	87-06-15
69.	0402222	87-06-30	135.	0705038	87-06-15
70.	0402323	87-06-15			
71.	0418237	87-11-31			

(1)	(2)	(3)	(1)	(2)	(3)
136.	0706343	87-06-15	201.	0915453	87-03-31
137.	0711336	87-07-31	202.	0929464	87-01-15
138.	0711437	87-07-31	203.	0952055	87-07-31
139.	0712237	87-07-31	204.	0958875	86-03-31
140.	0712944	87-07-31	205.	0956063	87-04-15
141.	0713138	87-07-31	206.	0950761	87-04-15
142.	0729254	87-05-31	207.	0952159	87-05-15
143.	0755356	87-04-15	208.	0958272	87-05-31
144.	0759465	87-03-15	209.	0959173	87-05-31
145.	0768466	87-04-15	210.	0970158	87-05-31
146.	0769670	87-04-15	211.	0970360	87-07-15
147.	0769973	87-04-15	212.	0971564	87-07-31
148.	0776667	87-05-31	213.	0972162	87-05-31
149.	0777164	87-05-31	214.	0974873	87-06-15
150.	0778166	87-07-31	215.	0976574	87-06-30
151.	0779269	87-06-15	216.	0978679	87-07-15
152.	0780759	87-06-30	217.	0978982	87-07-15
153.	0783058	87-07-15	218.	0979378	87-07-15
154.	0783159	87-07-15	219.	0980363	87-07-15
155.	0784161	87-07-15	220.	0980969	87-07-15
156.	0784363	87-07-15	221.	0981567	87-07-31
157.	0784969	87-07-15	222.	0984169	87-07-31
158.	0785062	87-07-15	223.	0984371	87-07-31
159.	0785264	87-07-15	224.	0984573	87-08-15
160.	0785971	87-07-31	225.	0984674	87-08-15
161.	0786670	87-07-31	226.	0985675	87-08-15
162.	0787975	87-07-31	227.	0985777	87-08-15
163.	0787571	87-07-31	228.	0987579	87-08-15
164.	0789878	87-08-15	229.	1018529	86-12-15
165.	0790156	87-08-15	230.	1026326	87-01-15
166.	0790257	87-08-15	231.	1045330	87-07-15
167.	0791057	87-08-15	232.	1049237	87-03-15
168.	0806448	87-03-31	233.	1050727	87-05-31
169.	0832752	87-04-15	234.	1051931	87-03-15
170.	0841955	87-04-15	235.	1052125	87-03-15
171.	0851554	87-03-31	236.	1053935	87-04-15
172.	0859166	87-04-15	237.	1054937	87-03-31
173.	0859469	87-06-30	238.	1058137	87-03-31
174.	0868975	87-05-31	239.	1062229	87-04-15
175.	0869775	87-05-31	240.	1074438	87-05-15
176.	0869876	87-05-31	241.	1074842	87-05-15
177.	0870760	87-06-15	242.	1075339	87-05-15
178.	0872663	87-06-15	243.	1078143	87-05-31
179.	0873261	87-07-31	244.	1078850	87-05-31
180.	0873564	87-06-15	245.	1080635	87-05-31
181.	0874061	87-06-30	246.	1080736	87-05-31
182.	0874869	87-06-30	247.	1082538	87-05-31
183.	0875669	87-06-15	248.	1083439	87-05-31
184.	0877774	87-06-30	249.	1083540	87-05-31
185.	0878170	87-07-15	250.	1085645	87-04-15
186.	0878271	87-07-15	251.	1086950	87-06-15
187.	0879980	87-07-31	252.	1087649	87-06-15
188.	0880258	87-07-31	253.	1087750	87-06-15
189.	0881058	87-07-31	254.	1088247	87-06-15
190.	0881260	87-07-31	255.	1088954	87-06-15
191.	0881462	87-07-31	256.	1089047	86-12-31
192.	0881563	87-07-31	257.	1090335	87-06-30
193.	0882363	87-07-31	258.	1092137	87-06-15
194.	0882767	87-07-31	259.	1093442	87-06-30
195.	0882868	87-07-31	260.	1094040	87-07-15
196.	0883769	87-07-31	261.	1094646	87-07-15
197.	0886068	87-07-31	262.	1095951	87-07-15
198.	0887070	87-07-31	263.	1096347	87-07-31
199.	0888577	87-08-15	264.	1096852	87-07-15
200.	0890362	87-08-31	265.	1097551	87-07-15

(1)	(2)	(3)	(1)	(2)	(3)
266.	1097753	87-07-15	330.	1208938	87-06-30
267.	1097854	87-07-15	331.	1209031	87-06-30
268.	1100312	87-08-15	332.	1209132	87-06-30
269.	1100716	87-07-15	333.	1209435	87-06-30
270.	1101112	87-07-31	334.	1209536	87-06-30
271.	1101415	87-07-31	335.	1210117	87-06-30
272.	1102215	87-07-31	336.	1210218	87-07-15
273.	1102316	87-07-31	337.	1211018	87-07-31
274.	1106122	87-08-15	338.	1211119	87-07-31
275.	1106324	87-08-15	339.	1211321	87-07-31
276.	1106728	87-08-15	340.	1211422	87-06-30
277.	1107023	87-07-31	341.	1211523	87-06-30
278.	1107124	87-07-31	342.	1211624	87-06-30
279.	1107730	87-08-15	343.	1212020	87-07-31
280.	1109633	86-12-31	344.	1212121	87-07-31
281.	1110517	87-08-31	345.	1212424	87-07-31
282.	1110820	87-08-31	346.	1212626	87-07-31
283.	1113321	87-08-31	347.	1213022	87-06-30
284.	1177145	87-04-15	348.	1213123	87-07-31
285.	1179351	87-04-30	349.	1213325	87-07-15
286.	1185952	87-05-15	350.	1213628	87-07-31
287.	1188251	87-05-31	351.	1213729	87-07-31
288.	1190440	87-06-15	352.	1213830	87-07-31
289.	1191543	87-06-15	353.	1215329	87-07-31
290.	1192747	87-06-15	354.	1215531	87-07-31
291.	1193042	87-06-15	355.	1215632	87-07-31
292.	1193244	87-06-15	356.	1216028	87-07-31
293.	1194852	87-06-15	357.	1216937	87-06-30
294.	1196957	87-06-15	358.	1219034	87-07-15
295.	1197454	87-06-15	359.	1220625	87-08-15
296.	1200316	87-06-30	360.	1220927	87-08-15
297.	1200518	87-06-30	361.	1221526	87-06-30
298.	1200720	87-06-30	362.	1221627	87-06-30
299.	1201116	87-06-30	363.	1221829	87-07-31
300.	1202522	87-07-15	364.	1221728	87-07-31
301.	1203625	87-06-30	365.	1221930	87-07-31
302.	1204425	87-06-30	366.	1222023	87-07-31
303.	1204728	87-06-30	367.	1223025	87-07-31
304.	1204930	87-06-30	368.	1223934	87-07-31
305.	1205023	87-06-30	369.	1223126	87-07-31
306.	1205124	87-06-30	370.	1224936	87-08-15
307.	1205225	87-06-30	371.	1270236	87-01-31
308.	1205326	87-06-30	372.	1272846	87-02-15
309.	1205427	87-06-30	373.	1273444	87-02-15
310.	1205629	87-06-30	374.	1285047	87-03-15
311.	1205730	87-06-30	375.	1287354	87-03-15
312.	1205831	87-06-30	376.	1288760	87-03-15
313.	1205932	87-06-30	377.	1296658	87-03-31
314.	1206025	87-06-30	378.	1300623	87-04-15
315.	1206126	87-06-30	379.	1304025	87-04-15
316.	1206429	87-07-30	380.	1305128	87-03-31
317.	1206530	87-07-30	381.	1308740	87-05-15
318.	1206631	87-06-30	382.	1308841	87-04-30
319.	1206732	87-06-30	383.	1308942	87-05-15
320.	1206833	87-06-30	384.	1310222	87-05-15
321.	1206934	87-06-30	385.	1311729	87-05-31
322.	1207027	87-06-30	386.	1312428	87-05-31
323.	1207128	87-06-30	387.	1312226	87-05-31
324.	1247229	87-06-30	388.	1312529	87-05-31
325.	1207330	87-06-30	389.	1312731	87-05-31
326.	1207431	87-07-15	390.	1313632	87-50-31
327.	1208231	87-06-30	391.	13144321	87-06-15
328.	1208332	87-06-30	392.	1314836	87-06-15
329.	1208635	87-06-30	393.	1315636	87-06-15
			394.	1315737	87-06-15

(1)	(2)	(3)	(1)	(2)	(3)
395.	1315939	87-06-15	460.	1427950	87-06-30
396.	1317034	87-06-15	461.	1428043	87-06-30
397.	1317236	87-06-15	462.	1428144	87-06-30
398.	1317842	87-05-31	463.	1428750	87-06-30
399.	1319240	87-06-30	464.	1429045	87-06-30
400.	1319745	87-06-30	465.	1429449	87-06-30
401.	1320730	87-06-30	466.	1429550	87-06-30
402.	1321530	87-06-30	467.	1429651	87-06-30
403.	1321227	87-06-30	468.	1429853	87-06-30
404.	1322128	87-07-15	469.	1430232	87-06-30
405.	1322633	87-07-15	470.	1430737	87-06-30
406.	1323130	87-07-15	471.	1431133	87-06-30
407.	1323534	87-07-15	472.	1431638	87-07-15
408.	1324031	87-07-15	473.	1431739	87-07-15
409.	1324233	87-07-15	474.	1431840	87-07-15
410.	1324940	87-07-15	475.	1432135	87-07-15
411.	1325134	87-07-15	476.	1432337	87-07-15
412.	1325336	87-07-15	477.	1433440	87-07-15
413.	1325538	87-07-31	478.	1433642	87-07-15
414.	1325841	87-07-31	479.	1434644	87-07-15
415.	1326035	87-07-31	480.	1435141	87-07-15
416.	1326136	87-07-31	481.	1436143	87-07-15
417.	1326742	87-07-31	482.	1436345	87-07-15
418.	1327441	87-12-31	483.	1436648	87-07-15
419.	1327542	87-08-15	484.	1437044	87-07-31
420.	1327643	87-07-31	485.	1437145	87-07-31
421.	1328342	87-07-31	486.	1437246	87-07-31
422.	1328443	87-07-31	487.	1437347	87-07-15
423.	1328645	87-07-31	488.	1437650	87-07-31
424.	1329748	87-07-31	489.	1437953	87-07-31
425.	1330026	87-07-31	490.	1438147	87-07-31
426.	1330127	87-07-31	491.	1438551	87-07-31
427.	1330935	86-08-15	492.	1438955	87-07-31
428.	1341940	86-09-15	493.	1439048	87-07-31
429.	1348550	86-12-31	494.	1439452	87-07-31
430.	1351337	86-11-30	495.	1439856	87-08-15
431.	1387459	87-03-15	496.	1439957	87-08-15
432.	1388663	87-03-15	497.	1440740	87-07-31
433.	1389766	87-03-15	498.	1442037	87-08-15
434.	1396965	87-03-31	499.	1446853	87-08-31
435.	1399971	87-03-31			
436.	1400627	87-03-31			
437.	1406437	87-04-15			
438.	1406942	87-04-15			
439.	1407742	87-04-15			
440.	1407843	87-04-15			
441.	1407944	87-04-15			
442.	1408441	87-04-15			
443.	1410529	87-04-15			
444.	1411632	87-04-15			
445.	1417442	87-04-15			
446.	1417745	86-12-31			
447.	1419244	87-04-30			
448.	1420128	87-04-30			
449.	1421332	87-05-15			
450.	1422233	87-05-15			
451.	1422536	87-05-15			
452.	1422940	87-05-15			
453.	1423639	87-05-31			
454.	1424944	87-06-15			
455.	1425037	87-06-15			
456.	1425946	87-06-15			
457.	1427142	87-06-15			
458.	1427243	87-06-15			
459.	1427445	87-06-15			

[No.CMD/13: 12]

K.R. PARAMESVAR, Director General

इस्पात और बाल मंत्रालय

(इस्पात विभाग)

नई दिल्ली, 26 जुलाई, 1988

का.भा. 2708.— केन्द्रीय सरकार, मरकारी स्थान "(अप्राधिकृत अधिभोगियों की वेबखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा अधिसूचना सं. 1 (26)/83 का अधिसूचन करते हुए, नीचे दी गई सारणी के स्तम्भ (1) में वर्णित अधिकारी को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी है, संपदा अधिकारी नियुक्त करती है जो उक्त अधिनियम के प्रयोजनों के लिए उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थानों की बाबत अपनी अधिकारिता की स्थानीय सीमाओं के भीतर, उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

प्रधिकारी का पदाभिधान सरकारी स्थानों के प्रबन्धी और स्थानीय अधिकारिता को ही एवं

(1)	(2)
मुख्य कार्मिक प्रबन्धक, मैगनीज और इंडिया लि., नागपुर।	मध्य प्रदेश के बालाघाट जिले, महाराष्ट्र के नागपुर और भंडारा जिले, आन्ध्र प्रदेश के अदिलबाद जिले में स्थित मैगनीज और इंडिया लिमिटेड में सम्बन्धित तथा उद्योगों द्वारा पट्टे पर लिये गये सभी स्थान [सं. 1(3)/88-आर.एम. II] आर. आर. हल्लिया, उप सचिव

MINISTRY OF STEEL AND MINES

(Department of Steel)

New Delhi, the 26th August, 1988

S.O. 2708.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in pursuance of the notification No. 1(16)/83-RM-II issued under Gazette Notification SO 206 dated 30-12-1983 the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of gazetted officer of Government to be estate officer for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on estate officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of the public premises and local limits of jurisdiction
(1)	(2)
Chief Personnel Manager Manganese Ore (India) Ltd. Nagpur.	All premises belonging to or taken on lease by Manganese Ore (India) Ltd. situated in Balaghat district of Madhya Pradesh, Nagpur and Bhandara Districts of Maharashtra and Adilabad district of Andhra Pradesh.

[No. 1(3)/88-RM-II]

R. R. HALDEA, Dy. Secy.

स्वास्थ्य और परिवार कल्याण संचालक

(स्वास्थ्य विभाग)

नई दिल्ली, 18 अगस्त, 1988

क्र.पा. 2709.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् के साथ परामर्श करने के पश्चात्, उक्त अधिनियम की पृथ्वी अनुसूची का निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अनुसूची में, "रजिस्ट्रेशन के लिए संशोधक" स्तम्भ में,

(1) भागलपुर विश्वविद्यालय से संबन्धित प्रविष्टियों में,

एम.बी.बी.एस. : यह अर्हता सभी मान्यता प्राप्त चिकित्सा अर्हता होगी जब वह 30 अप्रैल, 1982 से पूर्व की गई होगी।

अक्षरों, शब्दों और अंकों के स्थान पर निम्नलिखित अक्षर और शब्द रखे जाएंगे, अर्थात् :—

"एम.बी.बी.एस."

यह अर्हता सभी मान्यता प्राप्त चिकित्सा अर्हता होगी जब वह भागलपुर चिकित्सा महाविद्यालय, भागलपुर में प्रशिक्षित किए जा रहे विद्यार्थियों की बाबत भागलपुर विश्वविद्यालय द्वारा प्रदान की जाएगी।

(2) मगध विश्वविद्यालय से संबन्धित प्रविष्टियों में,

"एम.बी.बी.एस."

यह अर्हता सभी मान्यता प्राप्त चिकित्सा अर्हता होगी जब वह 30 अप्रैल, 1982 से पूर्व प्रदान की गई होगी। अक्षरों, शब्दों और अंकों के स्थान पर निम्नलिखित अक्षर और शब्द रखे जाएंगे, अर्थात् :—

"एम.बी.बी.एस."

यह अर्हता सभी मान्यता प्राप्त चिकित्सा अर्हता होगी, जब वह मगध चिकित्सा महाविद्यालय गया में प्रशिक्षित किए जा रहे विद्यार्थियों की बाबत मगध विश्वविद्यालय द्वारा प्रदान की जाएगी।

[सं. वा. 11015/44/87-एम०ई० (पा)]

आर. श्रीनिवासन, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 18th August, 1988

S.O. 2709.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule, in column "Abbreviation for registration":—

(1) in the entries relating to Bhagalpur University, the letters, words and figures

"M.B.B.S."

This qualification shall be recognised medical qualification when granted before the 30th April, 1982."

The following letters and words shall be substituted, namely:—

"M.B.B.S."

This qualification shall be recognised medical qualification when granted by the Bhagalpur University in respect of students being trained at Bhagalpur Medical College, Bhagalpur."

(2) in the entries relating to Magadh University, for the letters, words and figures

"M.B.B.S."

This qualification shall be recognised medical qualification when granted before 30th April, 1982."

the following letters and words shall be substituted, namely:—

"M.B.B.S."

This qualification shall be recognised medical qualification when granted by the Magadh University in respect of students being trained at Magadh Medical College, Gaya."

[No. V. 11015/44/87-ME(P)]

R. SRINIVASAN, Under Secy.

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 10 अगस्त, 1988

पुरातत्व

क्र.सं. 27/0.-केन्द्रीय सरकार में, प्राचीन संस्मारक तथा पुरा-
तत्वीय स्थल और अधिनिर्णय, 1958 (1958 का 24) की
धारा 4 की उपधारा (1) की अपेक्षानुसार भारत सरकार के संस्कृति
विभाग (भारतीय पुरातत्व सर्वेक्षण) का एक अधिसूचना में, क्र.सं.
369 तारीख 20 जनवरी, 1988 द्वारा, जो भारत के राजपत्र भाग 2,
खण्ड 3, उपखण्ड (ii), तारीख 20 फरवरी, 1988 में प्रकाशित की गई

थी, उक्त अधिसूचना की अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक को राष्ट्रीय
महत्व का घोषित करने के आशय की दो मास की सूचना दी थी और
उक्त अधिसूचना की एक प्रति उक्त संस्मारक के समीप एक सहजदृश्य
स्थान पर लगा दी गई थी,

और उक्त राजपत्र जनता की 22 फरवरी, 1988 का उपलब्ध
करा दिया गया था.

और केन्द्रीय सरकार को ज्ञात है कोई आक्षेप प्राप्त नहीं हुआ है,
एवं सब केन्द्रीय सरकार, उक्त अधिनिर्णय की धारा 4 की उपधारा
(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे उपाखण्ड अनुसूची
में विनिर्दिष्ट संस्मारक को राष्ट्रीय महत्व का घोषित करती है।

अनुसूची

राज्य	जिला	महसिल	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए गए राजस्व प्लॉट संख्याएं
1	2	3	4	5	6
उड़ीसा	कटक	जगतसिंहपुर	भाषासीपुर मौजा बालिया	भुवनेश्वर महादेव मन्दिर	सर्वेक्षण प्लॉट सं. 2296 और 2297
क्षेत्र	सीमाएं	रकमिल्ल	टिप्पणियां		
7	8	9	10		
0.28 एकड़	उत्तर-सर्वेक्षण प्लॉट सं. 2298 पूर्व-सर्वेक्षण प्लॉट सं. 2301 और 2303 दक्षिण-सर्वेक्षण प्लॉट सं. 2295 और 2303 पश्चिम-सर्वेक्षण प्लॉट सं. 2294 2293	निजी	मंदिर में पूजा की जाती है। भगवती ठाकुर रानी मंदिर और पट्टे में है प्राचीन रसोईघर को संरक्षण के अधीन नहीं लिया गया है।		

[सं. 2/22/80-एम.]

DEPARTMENT OF CULTURE
(Archaeological Survey of India)

New Delhi, the 10th August, 1988

Archaeology

S.O. 2710.-Whereas by a notification of the Government
of India in the Department of Culture (Archaeological Sur-
vey of India) No. S.O. 369 dated the 30th January, 1988
published in Part II, Section 3, Sub-section (ii) of Gazette
of India dated the 20th February, 1988 the Central Gov-
ernment gave two month's notice of the intention to de-
clare the ancient monument specified in the Schedule to the
said notification to be of national importance and a copy

the notification was affixed in a conspicuous place near the
said monument as required by sub-section (1) of section 4 of
the Ancient Monuments and Archaeological Sites and Re-
mains Act, 1958 (24 of 1958);

And whereas, the said Gazette was made available to the
public on the 22nd February, 1988;

And whereas, no objection from the public has been re-
ceived by the Central Government;

Now, therefore in exercise of the powers conferred by
sub-section (3) of section 4 of the said Act, the Central
Government hereby declares the monument specified in the
Schedule annexed hereto to be of national importance.

SCHEDULE

State	District	Tehsil	Locality	Name of monument
1	2	3	4	5
Orissa	Cuttack	Jagat-Singhpur	Bhabanipur Mouza Balla	Bhabaneswar Mahadev temple

Revenue plot numbers included under protection	Area	Boundaries	Ownership	Remarks
6	7	8	9	10
Survey plot numbers 2296 and 2297	0.28 acres	North.—Survey plot No. 2298 East.—Survey plot No. 22301 and 2303 South.—Survey plot Nos. 2295 and 2303 West.—Survey plot Nos. 2294 2293	Private	The temple is under worship. The Bhagwati Thakurani temple and modern kitchen in the compound are not included under protection.

[N. 22280-M]

क्र.भा. 2711 :- केन्द्रीय सरकार को यह राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व का है.

अतः अब, केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना देती है,

ऐसे आक्षेप पर, जो इस अधिसूचना के राजपत्र में जारी किए जाने की तारीख से दो महीने की अवधि के भीतर उक्त प्राचीन संस्मारक में हितवद् किसी व्यक्ति से प्राप्त होगा, केन्द्रीय सरकार विचार करेगी।

अनुसूची

राज्य	जिला	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किया जाने वाला राजस्व प्लॉट संख्यांक	क्षेत्र
1	2	3	4	5	6
हिमाचल प्रदेश	लाहुल और स्पीती	उदयपुर	मिरकुला देवी मन्दिर	खसरा प्लॉट सं. 56	301 वर्गमीटर
संक्षेप			स्वामित्व	टिप्पणियाँ	
7			8	9	
उत्तर-—खसरा सं. 54			ग्राम पंचायत		
पूर्व-—खसरा सं. 51					
दक्षिण-—सड़क					
पश्चिम-—खसरा सं. 54					

[सं. 3/1/81-एस]

S.O. 2711.—Whereas the Central Government is of the opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention

to declare the said ancient monument to be of national importance.

Any objection which may be received within a period of two months from the date of issue of this notification in the Official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government.

SCHEDULE

State	District	Locality	Name of Monument	Revenue plot numbers to be included under protection
1	2	3	4	5
Himachal Pradesh	Laahul Spiti	Udaipur	Mirkula Devi temple	Khasra plot number 56

Area	Boundaries	Ownership	Remarks
301 square meter	North.—Khasra number 54 East.—Khasra number 54 South.—Road West.—Khasra number 54	Gram Panchayat	

[No. 2/1/81-M]

क्र.अ. 2712.—केन्द्रीय सरकार ने, प्राचीन संस्मारक तथा पुरातत्त्विक स्थल और अभिलेख अधिनियम, 1958 (1958 का 24) की धारा 4 की उप-धारा (1) की श्रेष्ठानुसार, भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की एक अधिसूचना सं. सं.अ. 143 तारीख 28 दिसम्बर 1987 द्वारा, जो भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 16 जनवरी, 1988 में प्रकाशित की गई थी, उक्त अधिसूचना की अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना दी थी और उन अधिसूचना की एक प्रति प्राचीन उक्त संस्मारक के समीप एक महज्दरा स्थान पर लगा दी गई थी,

और उक्त अधिसूचना जनता को 18 जनवरी, 1988 को उपलब्ध करा दी गई थी।

और केन्द्रीय सरकार ने जनता से प्राप्त आपत्तियों पर विचार कर लिया है,

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हमने उपाध्य अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करती है।

अनुसूची

राज्य	जिला	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अंगीकृत सम्मिलित किया गया राजस्व प्लॉट संख्या
1	2	3	4	5
मध्य प्रदेश	पन्ना	ग्राम ताखता	श्रीमन्मनाथ मन्दिर	गवैक्षण प्लॉट सं. 97

क्षेत्र	सीमाएँ	स्वामित्व	टिप्पणियाँ
6	7	8	9
0.016 हेक्टर	उत्तर—सर्वेक्षण प्लॉट सं. 96 पूर्व—सर्वेक्षण प्लॉट सं. 96 दक्षिण—सर्वेक्षण प्लॉट सं. 96 पश्चिम—राष्ट्रक	मध्य प्रदेश सरकार	आंशिक उपयोग

[सं. 2/1/एम.वा./2/63-एम]

S.O. 2712.—Whereas by a notification of the Government of India in the Department of Culture (Archaeological Survey of India) No. S.O. 143 dated the 28th December, 1987, published in Part II, Section 3, Sub-section (ii) of the Gazette of India date the 16th January, 1988 the Central Government gave two months' notice of the intention to declare the ancient monument specified in the Schedule to the said notification to be of national importance and a copy of the said notification was affixed in a conspicuous place near the said ancient monument as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958);

And whereas, the said notification was made available to the public on the 18th January, 1988;

And whereas, the objections received from the public have been considered by the Central Government;

Now, therefore in exercise of the powers conferred by sub-section (3) of section 4 of the said Act, the Central Government hereby declares the ancient monument specified in the Schedule annexed hereto to be of national importance.

SCHEDULE

State	District	Locality	Name of Monument	Revenue plot number included under protection
1	2	3	4	5
Madhya Pradesh	Panna	Village Nachna	Chaumukh Nath temple	Survey plot number 97.
Area	Boundaries	Ownership	Remarks	
6	7	8	9	
0.016 hectares	North.—Survey plot number 96 East.—Survey plot number 96. South.—Survey plot number 96. West.—Road	Government of Madhya Pradesh	Religious use.	

[N.D. 2/1 MP/2/63-M]

क्र.भा. 2713.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में चिनिदिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं।

अतः केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्त्विक स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रयुक्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारकों को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो नक़्तों की सहायता सेती है।

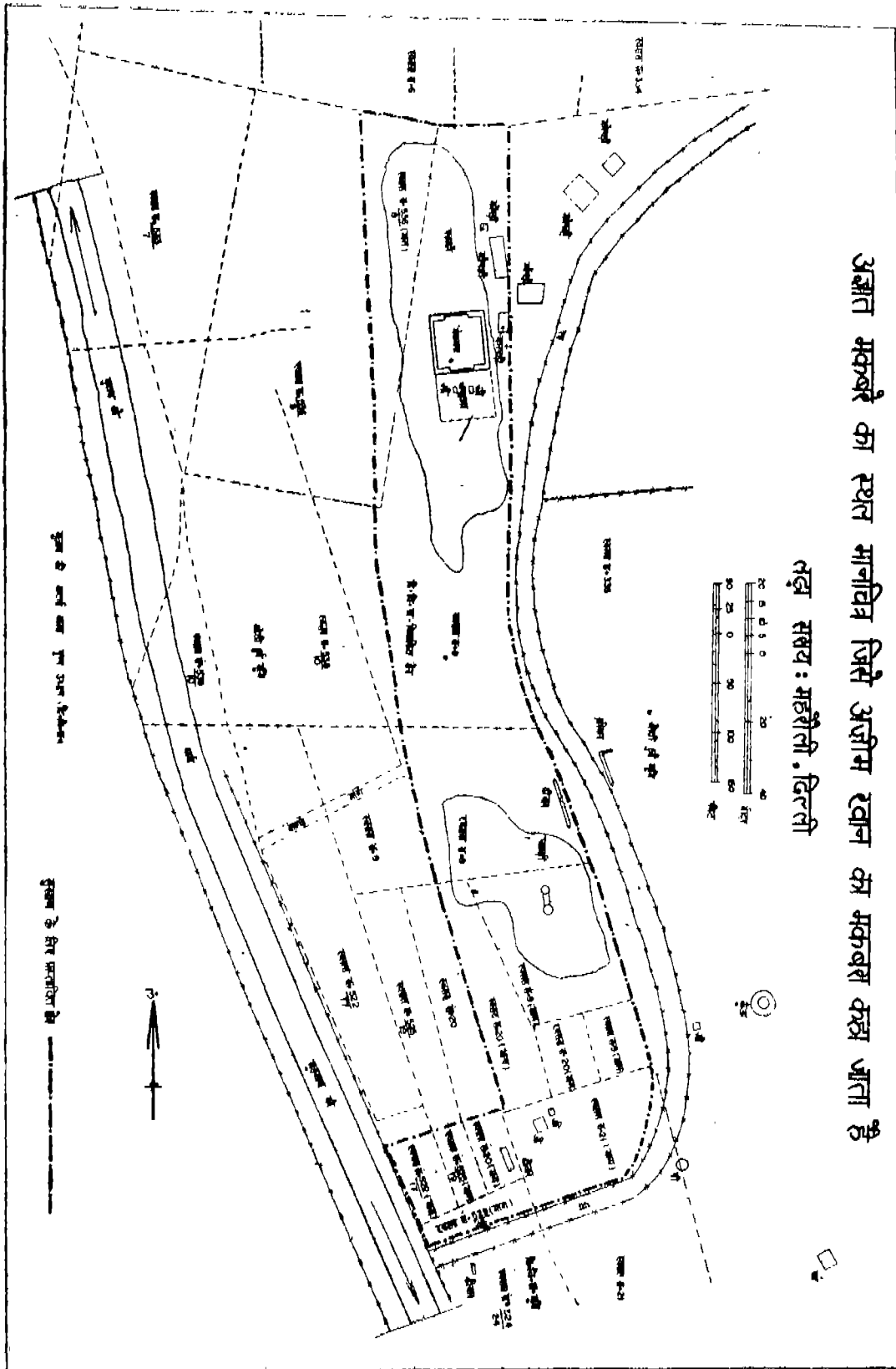
केन्द्रीय सरकार, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन संस्मारकों में हितवन्त किसी भी व्यक्ति से प्राप्त किसी आक्षेप पर विचार करेगी।

अनुसूची

संघ राज्य क्षेत्र	जिला	तहसील	परिक्षेत्र	संस्मारक का नाम	सुरक्षा के अन्तर्गत आने वाले राजस्व प्लॉट संख्या
1	2	3	4	5	6
झिम्मे	झिम्मे	महगोली	लाहो सराय	भासीभखा का कथित अज्ञात मकबरा	सर्वेक्षण प्लॉट सं. 9, 20, 21, 536/8, 522/17, 525/19 और 529/24 जिस नीचे पुनः प्रस्तुत स्थल के नक्शे में दर्शाया गया है।
क्षेत्र संख्या	सीमाएं		स्वामित्व	टिप्पण	
7	8		9	10	
15 बीघा और भित्ति	उत्तर—सर्वेक्षण प्लॉट सं. 6 पूर्व—सर्वेक्षण प्लॉट सं. 335 दक्षिण—सर्वेक्षण प्लॉट सं. 21 और 529/24 का क्षेत्र भाग पश्चिम—सर्वेक्षण प्लॉट सं. 538/10 सर्वेक्षण प्लॉट सं. 9, 20 और 536/8 का क्षेत्र भाग		निजी सर्वेक्षण सं. 536/9 और 522/17 का क्षेत्र ग्राम सभा	शून्य	

अज्ञात मकबरे का स्थल मानचित्र जिसे अजीम खान को मकबरा कहा जाता है

लड़ा सख्त : मकरीली, दिल्ली



S.O. 2713.—Whereas the Central Government is of the opinion that the ancient monument specified in the Schedule annexed hereto is of national importance,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice

of its intention to declare the said monument to be of national importance;

Any objection which may be received within a period of two months from the date of publication of this notification in the Official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government.

SCHEDULE

Union Territory	District	Tehsil	Locality	Name of monument
1	2	3	4	5
Delhi	Delhi	Mahrauli	Ladha Sarai	Unknown Tomb said to be of Azim Khan

Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
6	7	8	9	10
Part of survey plot Nos. 9, 20, 21, 536/18, 522/17, 525/19 and 529/24 as shown on the site plan reproduced below	15 Bigha and 14 Biswa	North.—Survey plot No. 6 East.—Survey plot No. 335 South.—Remaining portion of Survey plot Nos. 21 and 529/24 West.—Survey plot No. 538/10 and remaining portion of Survey plot Nos. 9, 20, and 536/8	Survey plot Nos. 536/8 and 522/17 private. Remaining Gram Sabha	Nil

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 16 अगस्त, 1988

का.आ. 2714:—भारतीय रेल अधिनियम, 1890 (1890 का अधिनियम 9) की धारा 82-ख द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, केन्द्र सरकार श्री अमर दुता, अतिरिक्त जिला न्यायाधीश, अमृतसर, जो फिलहाल 22-11-1985 को उत्तर रेलवे के शम्भू स्टेशन पर 6 यू.एस.एन. पैसेंजर गाड़ी में हुए बम विस्फोट से पीड़ित व्यक्तियों की क्षतिपूर्ति से संबंधित मामलों का निर्णय करने और 20-6-86 को नरेला में दि.प.ति. का बस सं. 3430 का गाड़ी सं. 178 डाउन के साथ दुर्घटना के संबंध में तदर्थ दावा आयुक्त के रूप में कार्यरत हैं, को 16-2-1987 को शम्भू स्टेशन पर 350 डाउन डीजल इंजन और माल गाड़ियों के दावा मामलों का निर्णय करने के लिए एतद्वारा नियुक्त करती है।

[सं. 87/ई (ओ) II/1/4]

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 26th August, 1988

S.O. 2714.—In exercise of the powers conferred by section 32B of the Indian Railways Act, 1890 (Act IX of 1890) the Central Government hereby appoints Shri Amar Dutta, Addl. District Judge, Amritsar presently working as Ad-hoc Claims Commissioner for deciding cases of compensation of the victims of Bomb explosion in 6 USN passenger train at Sambhu Station of Northern Railway on 22-11-1985 and collision of DTC Bus No. 3430 with train No. 178 Dn. at Narela on 20-6-86, as ad-hoc Claims Commissioner for deciding the claims cases of 350 DN Diesel Engine and goods trains at Sambhu Station on 16-12-87.

[No. 87/E(O)II/1/4]

का.आ. 2715:—भारतीय रेल अधिनियम, 1890 (1890 का अधिनियम 9) की धारा 82-ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री ए.के. अग्रवाल, आर एचजेएस की 29-11-87 को जयपुर मण्डल के किशंगढ़ और मंडावरिया स्टेशनों के बीच 14 डाउन एक्सेप्रेस दिल्ली पैसेंजर गाड़ी में आग लगने से हुई दुर्घटना से उत्पन्न दावों का निपटारा करने के लिए तदर्थ दावा आयुक्त के रूप में नियुक्त करती है। उनका मुख्यालय जयपुर में होगा।

[सं. 88/ई (ओ) II/1/1]

एस.एम.वािश, सचिव रेलवे बोर्ड एवं पदेन अपर सचिव

S.O. 2715.—In exercise of the powers conferred by section 82B of the Indian Railways Act, 1890 (Act IX of 1890) the Central Government hereby appoints Shri S. K. Agarwal, RHJS as Ad-hoc Claims Commissioner to deal with all the claims arising out of fire accident to 14 DN Ajmer Delhi passenger between Kishangarh and Mandawariya stations of Jaipur Division on 29-11-1987. His Headquarters will be at Jaipur.

[No. 88/E(O)II/1/1]

S. M. VAISH, Secy.
Railway Board &
ex-office Addl. Secy

श्रम मंत्रालय

नई दिल्ली, 22 अगस्त, 1988

का.आ. 2716:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान कामशियल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कार्यकारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 12-8-88 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 22nd August, 1988

S.O. 2716.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Hindustan Commercial Bank and their workmen, which was received by the Central Government on the 12th August, 1988.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 1986 (19 of 1986).

In the matter of dispute between :

The General Secretary,
All India Hindustan Commercial Bank Employees' Congress,
8/75 Arya Nagar,
Kanpur.

AND

The Assistant General Manager,
Hindustan Commercial Bank Limited,
H. O. Birhana Road,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-12011/2/85, IV(A) dated 17th January 1986, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Hindustan Commercial Bank Limited in not acceding to the demand of their home deposit collectors engaged in their Head Office at Kanpur, for payment of Bonus in accordance with the provisions of Payment of Bonus Act is justified? If not to what relief and from what date are the Home Deposit Collectors concerned entitled?

2. The industrial dispute in this case has been raised by All India Hindustan Commercial Bank Employees Congress on behalf of Deposit Collectors engaged by Hindustan Commercial Bank Limited (hereinafter referred to as H.C.B.) at its various branches at Kanpur. The case set up by the said employees congress is that the management of HCB, Kanpur employed/appointed about 14 Home Deposit Collectors at its different branches in 1979. They performed all the duties of clerk/cashier strictly under the control of the management of the H.C.B. In terms of clause V of the agreement, copy annexure III, they received commissions in lieu of salary/wages for duties performed by them. Under section 2(rr) I.D. Act, the term wages include commission also. Thus these Home Deposit Collectors were workmen under sec. 2(s) I.D. Act and were consequently eligible for payment of bonus vide 8 of the Payment of Bonus Act, on account of their having worked for more than 30 days. Even Chief Labour Commissioner (Central), New Delhi, has issued a circular, copy annexure IV, postulates that Home Deposit Collectors are eligible for payment Bonus. The names of these Home Deposit Collectors

with details such as the period during which they had worked and the branches at which each of them had worked are given in Annexure I. These Home Deposit Collectors, therefore, requested the management for payment of Bonus but in vain. The result was that they served a notice, copy annexure 17, on the management on 6th July 1984, in this regard. Having failed to get their demand conceded, the employees' Congress raised the present dispute on their behalf.

3. The defence set up by the management is that Home Deposit Collectors are not the employees of the bank. They function as Commission Agent and draw commission on the amount invested and procured by them. Hence persons engaged to promote the business of sales of employer do not fall within the definition of term workmen as given in section 2(s) I.D. Act. Since there is no relationship of Employee and Employer or Master & Servant between the management and these Home Deposit Collectors, the reference made by the Central Government, Ministry of Labour, is bad in law.

4. The management then pleads that the service conditions of the Bank Employees are governed by the various Industrial Awards & Bipartite Settlements According to para 23.15 of the Desai Award, there are only 4 categories of workmen in the Banking Industry they are :-

- (i) Permanent.
- (ii) Probationer.
- (iii) Temporary and,
- (iv) Part Time Employees.

Besides these categories there is no other category of workman in the Banking Industry. Vide Development Circular no. 9 dated 15-4-78, Bank introduced Scheme known as Home Deposit Scheme. The aim of the scheme was to bring persons with no income to the Bank fold by collecting their and their children's on small savings from their door steps. It was for this purpose that the Home Deposit Collectors were appointed on commission basis. Under the scheme their duties are of limited nature. There are no specific directions from the side of the management with regard to performance of duties by them. They are not answerable nor subjected to the disciplinary action at the hands of the management. For them even there are no specific hours of work. The extent of duration of their Agency is a matter which entirely rest with them. They fix their time of visit to the customers depending upon their own convenience. The amount so collected under the scheme is simply deposited and accounted for by them to the Bank. Their appointment is made only when they make application in this regard for their appointment, as Home Deposit Collectors. The agency of the Home Deposit Collector is granted to a person after he has executed an agreement in terms of the scheme. The Agreement specifically provides that their appointment will be purely on contractual basis. The management denies that these Home Deposit Collectors had been doing any clerical work for the Bank. The commission paid to them cannot be termed as Wage/Salary as defined under I.D. Act as well as payment of Bonus Act. The Circular issued by the C.L.C.(C). New Delhi, with regard to payment of Bonus to Home Deposit Collectors is erroneous and against the provisions of Law.

5. In this case on 14-6-88, it was submitted from both the sides that the reference made by the Central Government, Ministry of Labour, to be decided on hearing two sides, on documents on record which have been admitted in the light of the pleadings of the parties without considering the affidavit filed on behalf of the management. Shri J. C. Dhawan appealing for he Employees Association also submitted that the Employees Association would also not be filing any affidavit in support of its case.

6. Para 8 of the Payment of Bonus Act which have been reproduced in para 5 of the claim statement reads as under :-

Every employee shall be entitled to be paid by his employer in an accounting year bonus in accordance with the provisions of this Act, provided he

has worked in the establishment for not less than 30 working days in that year.

Thus the first and foremost question to be considered is whether there existed any relationship of Employer & Employee between H.C.B. and these Home Deposit Collectors. In other words what we have to see is whether or not these Home Deposit Collectors are workmen within the meaning of term Workman as defined under section 2(s) I.D. Act.

7. Lat. M-1 is the Development Circular No. 9 dt. 15-4-78. It refers to the Home Deposit Scheme. It appears from this circular that the bank had introduced the scheme in order to the worker and neglected section of the Society for moping up their savings at their door steps through the deposit collectors. Clause 9 of the Scheme refers to appointment of Home Deposit Collectors on contractual basis on payment of commission at the rate of 3 percent on the daily collection made by them every month. A number of annexures form part of this scheme.

8. Annexure A, refers to rules of business and annexure B refers to guide lines for branches on procedure and usage of forms and books of account. From part 1 it appears that for appointment as authorised Home Deposit Collectors an applicant has to make an application in standard form shown in annexure C. While making selection, Bank will give preference to those who are resident of locality in which the scheme is to be operated, who are generally and commonly well known to the resident of the locality, who are unemployed or only part time employed and who do not have any significant financial commitments.

9. Annexure D, is the form of agreement which a selected candidate has to enter into with the Bank and Annexure E is form of appointment order. Paras 3, 4, 5, 8, 12 and 15 of the agreement are worthy of consideration. Para 3 lays down that Home Deposit Collections made by the collector every day shall be deposited in cash by him at the branch of the bank at the commencement hours on the next working day together with a statement of account. Para 4 provides that the collector will render a true correct and faithful account of the Home Deposit Collections made by him from day to day to the branch of the Bank to which he is attached. He will promote and enhance the collection on behalf of the bank and will observe honesty, courtesy, forbearance and good temper in dealing with the customer, and also the public at large. Para 5, refers to payment of commission at the rate of 3 per cent to the collectors on the actual Home Deposit Collections made by him in one calendar month. In para 8, in connection with his appointment, the collector has to furnish security in the sum of Rs. 1000 or Rs. 500 as the case may be. Para 12 gives the power to collector to appoint a delegate when he is unable to make daily collections and para 15 puts a restriction on the collector that he shall not make any collection for on behalf of any other Bank or Organisation which may be having any such similar Scheme.

10. Annexure E shows that the appointment of a Home Deposit Collector will be purely on contract basis and that in all matters concerning his Agency he will be governed by terms and conditions of the contract and none of the provisions of service rules as are applicable to the workmen/officers/staff of the bank shall apply to him. Another important thing which is mentioned is that he shall not be entitled to any time scale of pay with increments or to receive any emoluments in addition to the monthly commission. He shall also not be entitled to be a member of Hindustan Commercial Bank Employees Provident Fund nor shall be entitled to payment of gratuity or any other retirement benefit. The appointment is offered to him on the express understanding that no right or claim whatsoever, will be conferred on him for absorption in the bank's service in any cadre. The last important thing to note is that if the above terms and conditions are acceptable to him, he will have to execute an agreement in this regard.

11. Thus from the above, the following conclusions can be safely drawn—

- (i) The appointment of Home Deposit Collector will be contractual and he will be paid commission at the rate of 3% on the amount of deposits secured by him and not salary or wages.
- (ii) The service rules are applicable to the employees of the Bank are not applicable to them.
- (iii) They will not be entitled to any time scale of pay with increments nor they will be entitled to any emoluments in addition to the monthly commission. They could not even be a member of the Employees Provident Fund nor they are entitled to payment of gratuity.
- (iv) Their cases regarding service matters are not governed by the various awards and bipartite settlements, and they does not fall within any category of bank employees as given in Desai Award.
- (v) Their appointment is not for any work in the Banking Industry. They are not a person working in the Banking Industry to carry out day to day function of the Banking Industry but they have been engaged for the industry to do a particular job which may ultimately benefit the bank in the form of deposit.
- (vi) With the inception of Banking Service Recruitment Board, all recruitment in Public Sector Banks in clerical cadre are to be made through Banking Service Recruitment Board for which written test and interview are held. So far as Home Deposit Collectors are concerned no such test or interview appears to have been prescribed. Even no age limit seems to have been prescribed nor any special educational qualification for appointment as such. The basis for selections seems to be integrity, honesty and local influence in the locality in which they are to perform their job. Further they should be possessing only such qualifications as are sufficient for working and making entries in the deposit cards and for submissions of statements of accounts with regard to collections made by them in the bank to which they are attached. One cannot circumvent the rules of recruitment to clerical cadre. Any appointment made contrary to special rules of the recruitment to the clerical cadre will be invalid and illegal. The whole structure will be demolished if back door entries are permitted i.e. to say if without compliance of the procedure laid down for recruitment a Home Deposit Collector seeks entry to clerical cadre.
- (vii) They have not to perform duties by sitting in the office of in the Bank as is the case with the employees of the 4 categories mentioned above. They have no specific hours of working. They are not required to mark attendance in the attendance register. They are not even required to attend the Bank except for the purpose of deposit the cash.
- (viii) They are free to contact to any depositor. There is no liability on them that they should bring a fixed amount of business. They are not even guided by any one in the matter of securing deposits.
- (ix) They are not directly under the control and supervision of the Manager of the Branch of the Bank to which they are attached nor they are subjected to any disciplinary action at the hands of the management.
- (x) They are free to delegate their power in the event of their inability for one reason or the other to make daily collections, and
- (xi) Lastly, they are free to do any job except that they cannot accept a similar job of making collections for any other Bank.

12. In support of the management's case that the Home Deposit Collectors are not workmen within the meaning of section 2(s) I.D. Act, management's authorised representative Shri P. V. Joshi, has referred to a number of Awards of the Various Central Government Industrial Tribunal cum Labour Courts, and also to section 10 of Banking Regulation Act 1949.

13. The first Award dt. 24-4-85 was given by Hon'ble Mr. Justice K. K. Dubey (Retd) Presiding Officer C.G.I.T cum L.C. Jabalpur, in case No. CCIT/LC(R) 1983, in the case of employers in relation to the management of Syndicate Bank, Jabalpur and their workmen Shri Om Prakash Dadariya. Shri Dadariya was an Adarsh Deposit Collector, who was appointed on commission basis to bring small saving amount and by going from house to house and deposit the same in the Bank. It was held that there was no relationship of Master & Servant between the two and that Shri Dadariya would not be held as having been employed as workmen by the Bank.

14. Then there is an award dt. 18-1-85 in I.D. No. 20 of 83 of P.O. Industrial Tribunal Tamilnadu, Madras. It was a case of Adarsh Deposit Collector. The Presiding Officer, held that there was no relationship of Master & Servant between the respondent Bank and the aggrieved party. The presiding Officer also refer to sec. 10 of Banking Regulation Act 1949 which prohibits the Banking Company from employing any person whose remuneration or part of whose remuneration takes the form of commission or of a share in the profits of the Company. He however observed that the bank is permitted to appoint a person on payment of commission under a contract otherwise as a regular member of the bank. According to him it is impossible to conceive that the bank either the intention or authority to appoint the deposit collectors as an employee of the bank in the face of the taboo provided by section 10 of the Banking Regulation Act.

15. The third award is of P.O.C.G.I.T. cum L.C. Dhanbad, in I.D. Case No. 173/86, Employer in relation to the Management of the Punjab National Bank Ranchi & their workmen. In this case, the case of Mini Deposit Collector was considered. After considering the various circumstances and the law on the point, the Presiding Officer held that Mini Deposit Collector Shri D. K. Liya was not a workman under section 2(s) I.D. Act, and as such was not entitled to any remedy.

16. The fourth Award is by Shri J. P. Bansal, Presiding Officer, CGIT, Jaipur, in I.D. Case No. 10/82, in the matter of industrial dispute between Shri Ajai Kumar Doshi, Collection Agent and S.B.B.J. The Presiding Officer, held that there had been no relationship of Master & Servant between the Bank & Shri Doshi. He was neither an employee nor workman of the Bank. He was merely a collection agent in terms of the Agreement of the Agency.

17. The fifth & 6th Award are of my learned predecessor Shri R. S. Srivastava, one in I.D. Case No. 215/84 and the other in I.D. No. 33 of 1984. In the second case the case of a deposit collector was considered. In para 24 of the award it was held by my learned predecessor that taking over all picture of the work performed by the applicant, simply because he made certain entries in the bank ledger would not make him the whole time bank employee but he would remain as agent and his services were rightly terminated under the terms of the agreement.

18. In the former case the case of a Home Deposit Collector of H.C.B. was considered by my learned predecessor, who in para 10 of the award observed that the Home Deposit Collector was required to attend the bank during the banking hours to deposit the previous day's collection with a statement of collection. If he made entries by himself in the ledger or at the instance of the ledger keeper without any express order of the Branch Manager, he did the same of his own accord and that would not go to make him a clerk in the bank. Further even if it were concerned that the applicant made all the entries stated by him and did all that work, in that event also that would not make him clerk in the Bank. The reference was about the absorption of Shri G. K. Gupta, Home Deposit Collector in clerical Cadre. There is also a third award given by my learned predecessor in I.D. No. 53 of 83 between Shri D. P. Mishra

& Punjab National Bank and after considering the facts and also various rulings now learned predecessor held that Shri Mishra, the person concerned was not the workman employed in the Banking Industry and did not come within the definition of the workman u/s. 2(s) I.D. Act. Shri D. P. Mishra was a Mini Deposit Collector.

19. I need not refer to section 10 of Banking Regulation Act 1949 as it has already been referred to by me in connection with an earlier award of CGIT.

20. Shri P. V. Joshi, the authorised representative for the management has also placed reliance on the ruling in the case of Shri Jugul Kishore V/s the Management of Sasta Sahitya Mandal New Delhi 1987 Lab IC 1351 (Delhi). The petitioner was getting a fixed salary of Rs. 185 per month together with commission which accrued to him at an average of Rs. 100 per month. The Additional Labour Court, New Delhi came to the conclusion that the petitioner was not a workman as defined under the Industrial Disputes Act. Thereby the petitioner filed a writ petition before the Hon'ble High Court, Delhi. His Lordship held that the Labour Court rightly came to the conclusion that the primary duty of the petitioner was that of canvassing and selling books and the other work which the petitioner did must necessarily be regarded as being incidental thereto. If the petitioner in his capacity as salesman obtained orders, then the other work which he might have done must have been in order to insure that the orders are fulfilled and that could be only regarded as incidental works. The petitioner was not therefore a workman under the I.D. Act.

21. On a careful consideration of the facts and circumstances I find nothing to differ with the views expressed by the P.Os of various CGIT cum LCs and to my mind also Home Deposit Collectors covered by reference cannot be considered as workman within the meaning of section 2(s) I.D. Act.

22. On the other hand, Shri J. C. Dhawan, the authorised representative for the employees Congress has relied upon a number of rulings and also on the document Ext. W-1. Ext. M-1 is the copy of the decision taken by the Board of Hindustan Commercial Bank Limited on the memorandum dt. 14-2-84 submitted by the A.G.M. (A&D) of the said Bank. The copy of the memorandum forms part of Ext. W-1. It appears from the memorandum that Indian Banks Association had taken a decision to wind up the Home Deposit Scheme under which Home Deposit Collectors used to be appointed. The A.G.M. in his memorandum expressed the view that the bank cannot escape its liability to observe the Home Deposit Collectors. According to him there were cases where the Home Deposit Collectors have discharged the duties of a regular employee of the Bank for the period exceeding 240 days in 12 consecutive months. He therefore recommended winding up of the Home Deposit Collection Scheme and permanent absorption of Home Deposit Collectors. The Board approved the recommendations for the winding up of daily deposit collectors scheme but disapproved the other recommendation contained in the note of AGM (A&D).

23. From the memorandum of the AGM(A&D), Shri Dhawan wants me to hold that Home Deposit Collectors are workmen within the meaning of section 2(s) I.D. Act. I do not agree with it. It was just an opinion of AGM(A&D) with which neither the Board was bound nor this Tribunal is bound. This Tribunal has to examine in the light of the law and the circumstances of the case whether or not these Home Deposit Collectors can be treated as workmen within the meaning of section 2(s) I.D. Act.

24. Now I come to the rulings referred to by Shri Dhawan. The first ruling is in the case of S. K. Verma Vs. Mahesh Chandra and another 1983 ILLJ 429 S.C., which is not on the point under consideration. It simply refers to the objections which are generally raised by the employer to cause delay. The Hon'ble Judges of the Supreme Court disapproved the practice of raising such needless objection on the part of the employer.

25. The second ruling is of Hon'ble High Court of Kerala in the case of Canara Bank Vs. Appellate Authority and others 1978 1 LLJ 324. It is distinguishable on facts because it was a case under Kerala Shops & Establishment Act. Canara Bank was advancing money on the security of gold and had engaged the respondents Goldsmith as a appraiser. Under the Agreement, the Goldsmith was to be paid 12 paise per loan of Rs. 100. On a consideration of the relevant section of the said act and certain rules Goldsmith was held to be an employee of the Bank.

26. The third ruling is in the case of Silver Jubilee Tailoring House and others versus Chief Inspector of Shops & Establishment & another 1973, II LLJ 495 (SC). It was a case under Andhra Pradesh Shops & Establishment Act 1951. On the basis of definition of 'Person Employed' given under sec. 2(14) of the Said Act. It was held that the relationship of employer and employee existed between the parties. The facts of the case were that all the workers were used to be paid on piece rate basis, the rate depending upon the skill of the workers and the nature of the work and all of them worked in the shop. Some workers were allowed to take cloth for stitching to their homes on certain days with the permission of proprietor of the shop. The workers worked on machine installed in the shop. Thus his ruling too is distinguishable because it was given under the provision of another Act in a case to which the industrial awards and various bipartite settlement between the banking industry and the employee union did not apply.

27. The fourth ruling is in the case of Mukunda & Managing Director KSRTC. This ruling is also distinguishable on facts as it was given in respect of a badli worker and under Motor Transport Workers Act, 1961, and KSTC (cadre of recruitment) Regulation Act 1968.

28. The 5th ruling is in the case of Shipping Tailors Vs. Industrial Tribunal-II U.P. and others 1983, II LLJ 413(SC). In this case also the facts were totally different. The employer had a fairly big tailoring establishment in Faizabad. The tailoring workers Union spoused the cause of the workmen by making a demand for increasing the wages and there was a contract in respect of demand. The result was that the employer dismissed some workmen and declared a lockout. The employer took a preliminary objection that there was no relationship of master and servant or employer and workmen between the parties. The objection was negated. It was a clear case where employer had engaged number of persons for doing tailoring work. By no stretch of imagination it could have been said that there was no relationship of master and servant.

29. The last ruling referred to by Shri Dhawan is in the case of M/s. Ralles India Limited Vs. State that deciding the status of employee his designation is not decisive. No one can question this preposition of law. The question which arose for determination, before His Lordship, in the case, of Calcutta High Court was whether Shri Kundu who was employed as Supervisory staff in the cash department of the Company at Calcutta Office was a workman or not.

30. Thus from the above discussions of facts, circumstances and law; I find that Home Deposit Collectors referred to in the reference made by the Central Government, Ministry of Labour, New Delhi, are not workmen within the meaning of sec 2(s) I.D. Act. If the contention of Shri Dhawan, the authorised representative for the workmen, is accepted then the Agents employed by Life Insurance Corporation of India, and Agents employed, by the Directorate of National Savings Certificate, to promote the sales or N.S.C. would also claim to be the employees of their respective employers and consequently lay claim to bonus under the Payment of Bonus Act. Further it will open a Back Door Entry for service in the Clerical Cadre even though the Home Deposit Collectors might not be fulfilling the basic requirements as to age, educational qualification etc., which cannot be the intention of any statute.

31. Held, therefore, that the action of the erstwhile Hindustan Commercial Bank Limited in not acceding to the demand of their Home Deposit Collectors engaged in their

Head Office, Kanpur, for payment of Bonus is justified. They are therefore, entitled to no relief.

32. The reference is answered accordingly.

ARJUN DEV, Presiding Officer
[No. L-12011/2/85.D.IV(A)]

का.प्र. 2717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-88 को प्राप्त हुआ था।

S.O. 2717.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the United Bank of India and their workmen, which was received by the Central Government on the 12th August, 1988.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

I. D. No. 35 of 1987

In the matter of dispute between :

Shri Raj Bahadur Pathak,
C/o The Regional Secretary,
United Bank of India,
Shramik Karamchari Samiti,
28/93 Birhana Road,
Kanpur,

AND

The Regional Manager,
United Bank of India,
4-B Habibullah Estate,
Hazaratganj Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/173/86-D.II (A) dated 3-4-87 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of United Bank of India in terminating the services of Shri Raj Bahadur w.e.f. 15-7-85 and not considering him for further employment in Bank's service while recruiting fresh hands under Section 25-H of the I. D. Act, is justified? If not, to what relief the workman concerned entitled?

2. In this case 5-8-88, was fixed for workman's affidavit evidence. Today neither the workman nor his authorised representative Shri Vijay Kumar has turned up. Both of them were also found absent on 5-7-88, which date was fixed in the presence of Shri Vijay Kumar on 17-5-1988. It therefore, appears that the workman is no longer interested in fighting out the case.

3. Accordingly, a no claim award is given in this case.

ARJAN DEV, Presiding Officer
[No. L-12012/173/86-D.II (A)]

का.प्र. 2718.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान कॉमर्शियल बैंक के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-88 को प्राप्त हुआ था।

S.O. 2718.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Hindustan Commercial Bank and their workmen, which was received by the Central Government on 12th August, 1988.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

I. D. No. 134 of 1986

In the matter of dispute between :

The Secretary,

All India Hindustan Commercial Bank Employees' Association 69-83 Denakhari, Kanpur;

AND

The Assistant General Manager,
Hindustan Commercial Bank Limited,
Head Office, Birhana Road,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12011/22/85-D.IV (A) dated 4-12-86 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Hindustan Commercial Bank Limited in superseding the candidates from S. No. 74 to S. No. 158 in the Merit List by the temporary workers appointed later on 25-7-82 and appointing them on 1 : 1 basis against the subordinate cadre is justified? If not, to what relief the concerned workmen are entitled?

2. The dispute in this case has been raised by Hindustan Commercial Bank Employees Association (hereinafter referred to as Association). The case of the Association is that on the basis of interview held on 19-11-87 a list of 158 candidates in order of merit was prepared for permanent appointment in sub-cadre. Later on under pressure from rival union a second list of 55 candidates was prepared on the basis of interview held on 25-7-82 for permanent appointment in the subordinate cadre. The candidates of the second list were placed below the candidates of the first list. However under pressure from rival union the management of Hindustan Commercial Bank issued a circular No. 50 dated 15-9-83, which provided that appointments in permanent vacancies in the subordinate cadre from the two lists would be made in the ratio of 1 : 1 from amongst the rest of the candidates of the first list and candidates of the second list. According to the Association this is illegal. Up to 13-10-83, candidates from Serial No. 1 to 73 of the first list were appointed. On account of the said circular, candidates whose names appeared at Serial No. 74 to serial No. 158 have suffered great financial loss. The Association therefore prays that candidates named at Serial No. 74 to Serial No. 158 be given all the benefits w.e.f. 13-10-83 including arrears of salary leave etc.

3. The written statement in this case has been filed by the management of the Punjab National Bank. The management pleads that Punjab National Bank has taken over erstwhile H.C.B. under the Scheme of Amalgamation dated 18-12-86, made under the provisions of section 45(7) of the Banking Regulations Act, 1949. Under the said scheme all

the employees of the Hindustan Commercial Bank, who were in the employment as on 24-5-86, were taken over by the Punjab National Bank on terms and conditions mentioned in the aforesaid scheme of amalgamation. In the circumstances, the dispute about the persons named in the first list who were not in the employment of the Hindustan Commercial Bank cannot be referred to for adjudication to this Tribunal. The scheme of amalgamation provides that in case of any doubt or difficulty, the same is to be referred to the Reserve Bank of India or to the Central Government for necessary clarification, in the matter. In fact, the Association has no Locus Standi quo the employees of erstwhile HCB. According to the management 107 persons from the first list of 158 persons have already been given employment. The remaining persons have no right much less any legal right to get employment in the bank. The management admits the proportion of second list of 55 persons for permanent absorption in the sub-cadre with the issuing of circular No. 50 dated 15-9-83. The management, however, denies that the erstwhile bank had issued the circular under pressure as alleged by the Association. The officers concerned and the Association having accepted the provisions of the said circular and having taken the benefit by getting employment is now estopped from challenging the said circular.

4. In the rejoinder, the Association admits that the management of Punjab National Bank has taken over the erstwhile Hindustan Commercial Bank under Scheme of Amalgamation dated 18-12-86, under section 45 of Banking Regulation Act, 1945. According to the Association, the management of the P.N.B. is liable in respect of all pending claim and liabilities including the liabilities and claim arising out of disputes under the Industrial Disputes Act. The present dispute is a valid Industrial Dispute within the meaning of I. D. Act. After their selection, the candidates of the first list who have not yet been appointed have acquired the right of employment. In fact in this regard there is absolutely no doubt as ambiguity and as such it did not call for any reference to the R.B.I. or the Central Government. The erstwhile bank acted in an illegal manner in respect of appointment to candidates mentioned at Serial No. 74 to 107 of the first list. On scrutiny and inquiries made from the workmen of the first list, the Association has come to know that candidates mentioned at Serial No. 78 to 112 already got employment. That have therefore a legitimate claim in respect of the relief sought by them through the Association.

5. In support of its case the management has filed the affidavit of Shri P. V. Joshi, Assistant Manager Personnel and the Association has filed the Affidavit of Shri R. B. Tewari Sectt. of the Association. Both sides have also filed a number of documents.

6. There is no dispute about the fact that two lists of candidates one of 158 and the second of 55 candidates for permanent absorption in the subordinate cadre were prepared by the management of erstwhile Hindustan Commercial Bank. Candidates of the first list were interviewed on 19-11-81 and that of the second list were interviewed on 25-7-82. Annexure II (Ext. M-3) to the affidavit of the management witness is the first list of 158 candidates and annexure 3 to the said affidavit is the second list of 55 candidates. Ext. W-1 is the copy of circular No. 25 dated 24-2-82. It bears the heading of 'Interview of Casual Labourers' Selection in Subordinate Cadre'. From this circular which was issued by the Assistant General Manager Personnel it appears that it had come to the notice of the Personnel Branch that some branches/offices in the State of U.P. had engaged the services of casual labourers. The A.G.M. through the said circular informed all the branches of the Bank in State of U.P. that it had been decided to call such casual labourers for interview and select suitable candidates for appointment as sub-staff and that the names of the successful candidates would be added at the end of the existing panels meaning thereby that the names of the successful candidates would be placed below the first list of 158 candidates.

7. Ext. W-2 is the copy of letter dated 31-8-82, issued to one Shri Shiv Prasad Nishad informing him that his position in order of merit in the panel was at Serial No. 209. This letter thus lends support to the case of the Association that 2183 GI/88-9.

the candidates of second list were placed below the candidates of the first list.

8. Ext. M-1 is the copy of circular No. 50 of 15-9-83 issued by Chief General Manager of the H.C.B. It refers to the two lists, one consisting of 158 candidates prepared on the basis of interview held on 19-11-81 and the second consisting of 54 candidates prepared on the basis of interview held, on 25-7-82. Through this circular it was provided that hereinafter vacancies in the subordinate cadre would be filled from both the panel in equal proportion i.e. in the ratio of 1:1. It is this circular which is being challenged by the Association. According to the Association it is arbitrary, discriminatory and against the principle of national justice. Candidates of the second list having been selected later on cannot supersede of the candidates of the first list. Shri P.V. Joshi, the authorised representative for the management has tried to justify the action of the erstwhile Hindustan Commercial Bank Limited saying that the decision through the above circular was taken with a view to give some weightage to the candidates who had put in some service in the erstwhile bank.

9. After hearing the two sides, I am not impressed by the arguments advanced by Shri Joshi, authorised representative for the management. The authorised representative for the Association has rightly described the circular as arbitrary and discriminatory. It cannot take away the right which has come to vest in the candidates of the first list.

10. I, therefore, hold that the action of the management of the erstwhile Hindustan Commercial Bank in superseding the candidates mentioned at Serial Nos. 74 to 158 in the merit list by candidates of the second list is unjustified.

11. The question which now arises is to what relief can be granted to the candidates whose names appear at Serial No. 74 to 158 in the first list. Ext. W-10 is the copy of notification dated 18-12-86 issued under section 45(2) of the Banking Regulations Act, 1949 by the Central Government with regard to amalgamation of the erstwhile Hindustan Commercial Bank with Punjab National Bank. Para 10 of it provided that all the employees of the transferee bank other than those specified in the Schedule referred to in the succeeding para shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on same terms and conditions of the services as were applicable to the employees immediately before the close of business on 24th May, 1965. Thus the date of amalgamation was fixed as 24-5-86. Para 17 provides that if any doubt arises in interpreting any of the provisions of this scheme, the matter would be referred to Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee bank and transfer bank and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any rights or liability in relation to any of these banks.

12. In view of the above provisions of the Scheme only such candidates of the first list who got employment in the erstwhile Hindustan Commercial Bank by 24-5-86 can be granted the relief to which they are entitled i.e. the relief of their being senior to those candidates of second list who got employment by 24-5-86. During the course of his argument it has been submitted by the authorised representative on behalf of the candidates of the first list that he wants nothing but seniority over candidates of the second list. Accordingly candidates named at Serial No. 74 onwards who got employment in the erstwhile Hindustan Commercial Bank by 24-5-86 shall be deemed senior to those of the second list who got employment in the Hindustan Commercial Bank Limited by 24-5-86. The rest of the candidates of the first list are not entitled to any relief. They may seek, if so advise their remedy through proper forum.

13. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12011/22/83-D.IV (A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 12 अगस्त, 1988

ANNEXURE

का.आ. 2719--उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उत्प्रवास संरक्षी, कार्यालय, दिल्ली में भवर सचिव श्री संगल सेन टांगरी को 20-8-88 से अगली आदेश जारी होने तक उत्प्रवास संरक्षी, दिल्ली के रूप में नियुक्त करती है।

[सं. ए-22012(1)/86-उत्प्र. 2]

अश्विनी कुमार लूथरा, निदेशक

New Delhi, the 22nd August, 1988

S.O. 2719.—In exercise of the powers conferred by section 3, sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri M. S. Tangry, Under Secretary as Protector of Emigrants, Delhi from 20th August, 1988 till further orders.

[No. A-22012(1)/86-Emig. II]

A. K. LUTHRA, Director

नई दिल्ली, 23 अगस्त, 1988

का.आ. 2720 --उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 के साथ पठित धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्रम मंत्रालय उत्प्रवास संरक्षी कार्यालय, दिल्ली में महायक श्री बाई.डी.शर्मा को उत्प्रवास संरक्षी, दिल्ली को श्रम में केवल ऐसे मामलों में जिनमें उत्प्रवास संरक्षी, दिल्ली ने अनुमति दे दी है या निम्नलिखित के लिए आदेश दे दिये हैं, पासपोर्टों के पृष्ठों पर हस्ताक्षर करने के लिए दिनांक 23 अगस्त, 1988 (पूर्वाह्न) से अगली सुबह तक प्राधिकृत करती है।

[सं. ए-22012/1/86-उत्प्रवास-II]

संगल सेन टांगरी, अवर सचिव

New Delhi, the 23rd August, 1988

S. O. 2720.—In exercise of the powers conferred by Section 3 read with Section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri Y.D. Sharma, Assistant, Ministry of Labour (Office of the Protector of Emigrants, Delhi) to sign the endorsements on passports on behalf of the Protector of Emigrants, Delhi only in such cases where the Protector of Emigrants, Delhi has approved clearance or passed orders for suspension as the case may be with effect from 23-8-88 (forenoon).

[No. A-22012/1/86-Emig. II]

M. S. TANGRY, Under Secy.

नई दिल्ली, 23 अगस्त, 1988

का.आ. 2721 --औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार सेन्ट्रल सिल्क बोर्ड, बंगलौर के प्रबंधन से सम्बन्धित नियोजकों और उनके कार्यकारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पनाट को एकांगित करती है, जो केन्द्रीय सरकार की 10 अगस्त, 1988 को प्राप्त हुआ था।

New Delhi, the 23rd August, 1988

S. O. 2721.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Silk Board, Bangalore and their workmen, which was received by the Central Government on 10th August, 1988.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT BANGALORE

Dated, the 1st August, 1988

PRESENT :

Shri B. N. Lalge, B.A. (Hons.) L.L.B. Presiding Officer.

Central Reference No. 167/87

I PARTY :

Sri B. N. Vijayakumar, Assistant, President Central Silk Board Employees' Union 17/1, 13th Cross Malla-laxmipuram, Bovipalya, Bangalore-86;

Vs.

II PARTY :

Member-Secretary Central Silk Board United Mansions 39, Mahatma Gandhi Road, Bangalore-1

APPEARANCES :

For the I Party—Shri B. N. Vijayakumar, President of Union.

For the II Party—Shri Shivaraj Patil, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the I. D. Act 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-42012/162/86-D.II (B) dated 20th October, 1987.

POINT OF REFERENCE

"Is the management of Central Silk Board justified in transferring Shri B. N. Vijayakumar, Assistant from Karnataka to Bihar? If not, to what relief the workman is entitled to?"

2. Thereupon, the I party union has filed its claim statement and inter alia, it is contended as follows :

The workman Shri B. N. Vijayakumar joined the II party on 7-4-1977 as U.D.C. Then, he was promoted as an Assistant. There was no effective machinery to represent the workmen. The I party Union therefore came into existence in 1984. He played an important role in the formation and registration of the Union. A letter was sent to the II party to recognise the office bearers of the Union as protected workmen. Instead of doing so, he was transferred from Mysore to Nowrangpur in Orissa on 21-4-1984. It was an act of victimisation. Many other employees of the same cadre, who have been working for a longer period at Mysore have not been transferred. The transfer is in violation of the policy of the Board followed for transferring non-gazetted officials within a period of 3 years and all those officials who are below the rank of Research Assistance beyond the cultural zone. His transfer was within a period of 3 years and to a different cultural zone. It was motivated and has been made in colourable exercises of the powers of the II party and not in public interest. It strained the relationship between employer and the employee and it was an act of high handedness and made in order to threaten other employees to desist from their union activities. One Shri P. Nagarappa was also transferred to Batote in Jammu and Kashmir from Mysore as an act of victimisation. The management refused to consider their charter of demands and therefore there was a proposal for strike. They went on indefinite strike with effect from 17-5-1984. On the intervention of the Regional Labour Commissioner (Central), it was called off on 24-5-84. A memorandum of settlement was signed on that date. The R.L.C. suggested that he should accept the orders of transfer and report to duty at the respective places and after reporting to duty, he may make a representation. The R.L.C. suggested to the II party to consider the representation on humanitarian and sympathetic grounds.

The II party agreed to do so. The union also agreed for the suggestion. Accordingly, he obeyed the orders and reported at Nowrangpur. He submitted a representation. The II party did not carry out the said promise. Instead of transferring him to south zone, he was transferred to Kharaswan in Bihar, within few months from the date of his reporting to duty at Nowrangpur. The intervention of the conciliation authority was of no avail. Officers such as Shri N. N. Nagabhushana Rao, Deputy Secretary have been retained at Bangalore for over 20 years. Many other employees have been retained at the same place for 15 to 20 years. He is put to great hardship. Himself and the members of his family have been subjected to several domestic and financial problems. Hence, an award may be passed to transfer him from Bihar to somewhere in the South, preferably, Karnataka and to give him all the consequential benefits.

3. The II party has filed its counter statement and inter alia, it has been contended as follows :

The reference with regard to the justification of the transfer from Karnataka to Bihar is not maintainable in this Tribunal. It cannot be made under Section 2A of the I. D. Act. He has been transferred from Orissa to Bihar and therefore the reference is defective. There is no proper espousal of the dispute and the reference is not maintainable unless it is supported by appreciable number of workmen of the II party. It is vague. The alleged transfer was made in 1984 and thereafter several developments have taken place. It was made in public interest. He disobeyed the order and did not report to duty. Therefore, a memo dated 28-2-86 was issued and an enquiry was conducted. The Enquiry Officer found him guilty. It was accepted and he was dismissed from service by an order dated 19-2-1987. He had filed a complaint under Section 33-A of the I. D. Act. It was numbered as complaint No. 1/87 by the Tribunal. Subsequently, he has withdrawn it. Since he has been dismissed from service, the reference regarding justification of transfer is misconceived. Transfer is essentially a management function. Central Silk Board is an all India body, having its network throughout the country. It is a transferable job. He intends to get protection by virtue of his holding a position in the Union. All workmen are equal and there can be no exception. The reference has become infructuous. There are three unions in the establishment. There was no victimisation. There is no motive or colourable exercise of powers. Relations between the management and the workman are not strained. The II party has not indulged in any high handed action. There were certain demands and there was a strike. Settlements have been arrived at between the parties. He did not report for duty at Orissa. It is denied that the II party promised to transfer him to south zone or it failed to carry out such a promise. He was transferred from Orissa to Bihar in the public interest. It is denied that the II party had acted contrary to the transfer policy. He cannot compare himself with the senior officers who work on the technical side. It is denied that he is put to any hardship. The reference may be rejected.

4. In view of the said pleadings, the following issues have been framed :

ISSUES AT ANNEXURE "A"

5. After hearing the parties an order has been passed on 8-6-1988 that since the matter involves a question of transfer only, both the parties may adduce evidence by filing affidavits and produce their documents and then argue. It has been further stated, if found expedient, the parties would be permitted to cross-examine the persons who file their affidavits. After 8-6-88, the I party union and the workman have remained absent throughout. On 15-6-1988, the II party has filed one affidavit.

6. The learned counsel for the II party has been heard.

7. My finding on the said issues and point of reference are as follows :

Issue No. 1

Yes

Issue No. 2

The reference is not maintainable and the dispute regarding his transfer from Orissa to Bihar cannot form a subject-matter of the reference unless there is a reference regarding his transfer from Karnatakak to Orissa.

Issue No. 3

Not provd

Issue No. 4

The reference is infructuous.

Issue No. 5

No

Issue No. 6

The reference is liable to be rejected.

POINT OF DISPUTE

The management was justified in transferring him from Karnataka. He is not entitled to any relief.

REASONS

Issue No. 1

8. The reference is dated 20-10-1987. One affidavit of Shri G. Prema Kumar, an official in the Law Section of I party shows that the I party workman was transferred in 1984. There is nothing in the claim statement to dispute the said fact. Para 4 of the claim statement indicates that in the conciliation proceedings held on 25-4-84, he was asked to report to Nowrangpur in the first instance and then make a representation. Verily it is admitted that he was transferred from Karnataka to Orissa prior to 25-4-84. The I party has not produced any documents and has not filed any affidavit to show as to when the dispute was raised before the Conciliation Officer, challenging his transfer and as to for what reason there is a delay of more than four years. Since, it is mere case of transfer, the delay is vital and secondly he has been already dismissed from service and to adjudicate upon the question of transfer at this point of time, after there is order of dismissal, will not be justifiable. Under the facts and circumstances of the case, I find that the reference is not maintainable, for the I party has not explained the delay.

Issue No. 2

9. It is a well settled principle of law that this Tribunal cannot expand the order of reference. The order of reference calls upon this Tribunal to find out the justification for his transfer from Karnataka to Bihar. The claim statement itself shows that in the first instance, he had been transferred from Mysore to Nowrangpur in Orissa and thereafter he had been transferred from Nowrangpur to Kharaswan in Bihar. It is obvious that unless he challenges and gets the order of transfer from Mysore to Nowrangpur set aside, he cannot maintain the claim that his transfer from Nowrangpur to Kharaswan is not sustainable. Since there is no reference calling upon this Tribunal to find out whether his transfer from Karnataka to Orissa is not justified, I find that the Tribunal cannot adjudicate upon the question whether his transfer from Karnataka to Bihar is not justified. In fact, there is no transfer of the said workman from Karnataka to Bihar, as shown in the order of reference. It, thus emerges that the reference cannot be maintained.

Issue No. 3

10. It is not a case of termination of service, in which case alone the workman can raise a dispute, even in his individual capacity. Since the question involved is only regarding his transfer on the ground of victimisation, it was very much necessary for the I party to have shown that it is an industrial dispute and that there is proper espousal.

The I party has not produced an iota of evidence in that connection. Espousal has not been proved and the reference cannot be maintained.

Issue No. 4

11. The learned counsel for the II party wrongly contended that he has been dismissed from service on 19-2-1987, after a due enquiry and that his earlier complaint filed at complaint No. 1/87 under Section 33-A of the I. D. Act has been withdrawn and closed and that at this point of time, he cannot challenge the order of transfer and that the reference has become infructuous. It is quite obvious that unless he gets the order of dismissal set aside, no useful purpose would be served by adjudicating upon the question of the validity of his transfer. It is important to note that no specific pecuniary claim has been made and the order of reference also does not point out that this Court should adjudicate upon the question whether he is entitled to any compensation etc., for the alleged act of transferring him by way of victimisation. Looking from any angle, it is patent that the reference has become infructuous, since he has been dismissed from service on 19-2-1987.

Issue No. 5

12. The burden of proving that he has been transferred on account of victimisation was on the I party. The I party has not proved that fact by adducing any evidence. On the other hand, the evidence of Prema Kumar filed for the II party shows that his transfer from Mysore to Nowrangpur was in the public interest. There is nothing on record to rebut the testimony of Prema Kumar. A finding, therefore, emerges that the I party workman was not transferred by way of victimisation.

Issue No. 6 and Point of Reference

13. The findings on the foregoing issues would themselves show that the reference cannot be maintained and it is liable to be rejected.

14. In the result, an award is passed to the effect that the management of the Central Silk Board was justified in transferring Shri B. M. Vijayakumar, Assistant from Karnataka and that he is not entitled to any relief.

(Dictated to the Personal Assistant taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer
[No. L-42012/162/86-D.II (B)]

ANNEXURE 'A'

ISSUES

- (1) Whether the reference is liable to be rejected on the ground of delay ?
- (2) Whether the reference is not maintainable or that it is defective for the reason that the workman has been transferred from Orissa to Bihar and not from Karnataka to Bihar ?
- (3) Whether the I party proves that there is proper espousal and that the reference is not maintainable ?
- (4) Whether the reference is not maintainable for the reason that an order of dismissal has been passed on 19-2-1986 ?
- (5) Whether the I party proves that the order of transfer was by way of victimisation ?
- (6) What order or award ?

नई दिल्ली, 25 अगस्त, 1988

का.प्र. 2722.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूचन में, केन्द्रीय सरकार डिस्ट्रिक्ट मैनेजर (टेलीफोन्स) लखनऊ के प्रबंधन से सम्बद्ध विवादों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, काजपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-88 प्राप्त हुआ था।

New Delhi, the 25th August, 1988

S.O. 2722.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Distt. Manager, (Telephones) Lucknow, and their workmen, which was received by the Central Government on the 16th August, 1988.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CAMP AT AGRA, U.P.

I.D. No. 131 of 1987

In the matter of dispute between :
Shri Rajesh Kumar Srivastava,
C/o Shri G. K. Sinha,
87/8 Kalpi Road, Kanpur.

AND

The District Manager,
Telephones,
Shah Nafas Road,
Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-4/12/34/86-D.II(B) dt. 1st September, 1987, has referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of District Manager, Telephones, Lucknow in terminating Shri Rajesh Kumar from service w.e.f. 21-6-85 is legal and justified ? If not to what relief and from what date the concerned workman is entitled to ?

2. Workman's case in brief is that since his appointment in June 1980, by the District Manager Telephones, Lucknow, he had worked continuously till 21-6-85. Thereafter, mala-fide the management stopped taking work from him despite the fact that many juniors to him are still working in the telephone department. He alleges that his services have been terminated in breach of the provisions of section 25F I.D. Act. He was not given any notice or notice pay besides retrenchment compensation. He is, therefore, entitled to be reinstated with full back wages and continuity of service.

3. The defence is that the workman who was engaged as casual labour on daily wages did not work continuously as alleged by him between June 80, and 21-6-85. Since he was not found fit and suitable, he was not allowed to continue to work as casual labour w.e.f. 22-6-85. In fact the workman had cheated one Shri Hafiz Rahmat Ullah r/o Cantt. Road, Udaiganj, Lucknow, by accepting Rs. 1500, as illegal gratification and has disconnected his telephone no. 32340 which was initially allotted to Shri Tara Singh. As the workman was working on daily wages no arise question of giving him any notice before termination of his services. Moreover, his services were never regularised.

4. In his rejoinder, the workman has denied the charge of his having accepted Rs. 1500 from Shri Hafiz Rahmat Ullah as alleged by the management.

5. In support of his case, the workman has filed own affidavit and in support of its case the management has filed the affidavit of one Shri Dinesh Kumar Shukla, S.D.O. Phones Alambagh, Lucknow.

6. From the written statement of the management it is quite evident (vide para 1) that the workman was engaged as casual labour on daily wages in June 1980. The only defence set up by the management is that although he had worked

till 21-6-85, he did not work continuously during this period. The fact that he had worked only from June 1980, to 21-6-85, has been proved by the workman by his own affidavit. This fact has not been controverted in his affidavit by the management witness. In para 2 of his cross examination the management witness has admitted that since the workman had never worked under him, he cannot say when he joined Telephone Department. In fact the management witness has said nothing on the point in his affidavit. From the facts deposed to by him in his affidavit it is clear that he simply conducted the enquiry into the conduct of the workman on the complaint about which reference have been made in the written statement. Therefore, I believe the un rebutted evidence of the workman that he had worked continuously as casual labour from June 1980 to 21-6-85.

7. As stated by me above the management witness simply conducted enquiry into the alleged complaint against the workman. This has been denied by the workman in his rejoinder affidavit dt. 13-4-88 and even in his cross examination. It appears from the cross examination of the management witness that the preliminary enquiry conducted by the management witness was behind the back of the workman. No explanation was called for from him.

8. Even if it be believed that the complaint was genuine one, the witness of the workman should have been terminated after compliance of the provisions of section 25-F I.D. Act, inasmuch as by 21-6-85 the workman had put more than one years of continuous service. There is no evidence from the side of the management to show that before terminating the services of the workman, the workman was given any notice or notice pay besides retrenchment compensation as provided by section 25-F I.D. Act. Even if he was a casual labour, an explanation should have been called from him in respect of the alleged complaint in order to satisfy the principles of Natural Justice and if after examining the facts and circumstances his conduct smacked of some thing fishy his services could have been terminated by complying with the provisions of section 25F I.D. Act. This having not been done in the instant case, the action of the management cannot be held as legal and justified.

9. Hence, the action of the management of District Manager, Telephones, Lucknow in terminating the workman from service w.e.f. 21-6-85 is held neither legal nor justified. The workman is, therefore, entitled to his reinstatement with full back wages.

10. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-40012/34/86/D.II(B)]

का.आ. 2723.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाक विभाग के प्रबंधन से सम्बन्धित निर्यातों और उनके कर्मचारियों के बीच श्रुद्धि में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के संघटन का प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-88 प्राप्त हुआ था।

S.O. 2723.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D/o Post and their workmen, which was received by the Central Government on the 16th August, 1988.

ANNEXURE

BEFORE SRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 46 of 1988

Reference No. L-40011/1/87-D.II(B) dt. 21-3-88

In the matter of dispute between

Shri Madan Kishore, Petitioner.

Regional All India Postal Karamchhari Sangh,
126/18, Block-J, Govind Nagar,
Kanpur.

AND

The Sr. Supdt. of Post Offices, Opp. Party.

Kanpur City,
Head Post Office,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-40011/1/87-D.II(B) dt. 21-3-1988, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Sr. Supdt. of Post Office Kanpur in terminating S/Shri Kailash Narayan and Imtiyaz Ahmed from service with effect from 19-12-85 and 24-12-85 respectively is legal/justified? If not, to what relief the workmen concerned are entitled to?"

2. In this case notice were issued to the workman namely S/Shri Kailash Narayan and Imtiyaz Ahmed C/o Shri Madan Kishore, Regional Sectt. All India Postal Karamchhari Sangh fixing 9-5-88 for filing claim statement on 9-5-88. None put in appearance on behalf of the workman therefore a fresh notice to them were issued fixing 8-6-88 for filing the claim statement. On 30-5-88 an application purporting to have been written by Shri Madan Kishore, Regional Sectt. of the said Sangh was received in it was written that the 2 workmen were not interested in fighting out the case. He therefore prayed that the proceedings in this case be closed. In order to ascertain the fact that this letter was written by Shri Madan Kishore Reg. Sectt. a notice was issued to Shri Madan Kishore for his personal appearance on 26-7-88. Despite the issue of notice he has not put in appearance. I may state here that the Industrial Dispute in this case was said by All India Postal Karamchhari Sangh on behalf of the 2 workmen.

3. Since neither the workman nor the Reg. Sectt. whose address is given in the reference order has put in appearance despite giving sufficient opportunity, I have no reason to the author of the letter dt. 27-5-88 received in the office of Tribunal on 30-5-88.

4. In view of the content of the letter the reference is answered against the two workmen.

ARJAN DEV, Presiding Officer

[No. L-40011/1/87-D.II(B)]

का.आ. 2724.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहायक हार्जिनियर (टेलीकॉम) उ.प्र. मर्कल, लखनऊ के प्रबंधन से सम्बन्धित निर्यातों और उनके कर्मचारियों के बीच, श्रुद्धि में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के संघटन का प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-88 प्राप्त हुआ था।

S.O. 2724.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the

industrial dispute between the employers in relation to the management of Assistant Engineer (Telecom), U.P. Circle, Lucknow, and their workmen, which was received by the Central Government on the 16th August, 1988.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM LABOUR COURT, KANPUR

Industrial Dispute No. 72 of 1987

In the matter of dispute between :

Shri Sunder Lal,
S/o Shri Ganga Prasad,
Old Tilak Ganj,
Lucknow.

AND

The General Manager (Telecom),
Hazaratganj, U. P. Circle,
Lucknow.

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its notification No. L-40012/4/86-D.II(B) dated 29-6-87, has referred the following dispute for adjudication to this Tribunal:

Whether the action of General Manager (Telecom), U.P. Circle in terminating the services of Shri Sunder Lal Ex. Peon w.e.f. 4-11-83, is justified? If not, to what relief the workman concerned is entitled to?

2. The workman's case in brief is that from January 1981, to 3-11-83, he had worked as Store Mazdoor under the Asstt. Engineer, Circle, Telecom Store Depot, Talkatora Road, Lucknow. He had thus completed more than 240 days service during the period of 12 months preceding the date of his retrenchment i.e. from 4-11-83, with effect from which date his services were terminated without assigning any valid reasons and without giving of notice or notice pay and retrenchment compensation. Thus the management has not followed the mandatory provisions of section 25F of the I.D. Act. Further by retaining those who are junior to him, the management even violated the provisions of section 25G I.D. Act. He has therefore, prayed that he be reinstated with full back wages and other benefits incidental to his service.

3. The management has contested the claim of the workman. The management pleads that the workman was engaged purely as daily rated casual labour on day to day basis and he has worked for 185 days in 1981, 122 days in 1982 and 177 days in 1983, during the period 1-9-81 to 31-7-83. According to the management he was an unreliable worker. He occasionally remained on unauthorised absence from duty as will be seen from Annexure CA-I. He even marked his presence fraudulently on 22-4-83 and 23-4-83 as will be seen from the report of the Junior Engineer Annexure CA-II. His services were terminated w.e.f. 1-8-83, and not from 4-11-83 in pursuance of the letter dt. 23-7-83, copy Annexure CA-IV, from the Regional Employment Officer, Lucknow, directing the Assistant Engineer, Circle Telecoms Stores Depot, Lucknow to terminate the services of all such casual Mazdoors who were engaged without being sponsored through Employment Exchange. As such the termination of the services of the workman does not amount to retrenchment u/s 2(o)(bb) I.D. Act. However, out of consideration the management allowed them jobs to those who were willing to work on alternative works. Since the workman in question could not get himself sponsored through the employment exchange vide office notice, copy annexure CA-VI, it appears that he himself might have stopped presenting himself on duty w.e.f. 4-11-83. With regard to it no termination order was ever issued by the Assistant Engineer Incharge Circle Telecom Stores Depot, Lucknow. The management denies that it has committed breach of any provisions of section 25F and 25G I.D. Act. The workman remedied the management for non-employment through ALC(C), Kanpur on 8-10-85 vide his application dt. 7-10-85. His long term absence from duty cannot be condoned in view of the ban imposed on employ-

ment of Casual Labour in the department vide DOT. No. 270/6/84-STIN dt. 30-3-85, copy annexure CA-VII. His services were treated as terminated without notice under the provisions of rule 26(ii) of certified standing order for P & T Stores Organisation copy annexure CA-IX.

4. In his rejoinder the workman alleges that rule 26(2) of the said certified standing order of P & T cannot supercede the mandatory provisions of section 25F I.D. Act.

5. In support of its case, the management has filed the affidavit of Shri Chheda Lal, Asstt. Engineer Incharge Circle Telecom Stores Depot, Lucknow and has relied on the documents filed alongwith its written statement. The petitioner on the other hand in support of his case has filed his own affidavit and has placed reliance on documents filed with his rejoinder. The question involved in this case in short is whether the workman had worked for 240 days during the period of 12 months preceding the date of his termination of service and it so, whether the management while terminating his services complied with the provisions of section 25F I.D. Act.

6. Admittedly, in this case the management gave no notice, or pay in lieu of notice and retrenchment compensation to the workman. There is a slight difference between the cases set up by the two sides with regard to date of termination. Whereas according to the workman his services were terminated w.e.f. 4-11-83, according to the management the workman's services were terminated w.e.f. 1-8-83, in pursuance of letter dt. 23-7-83 of Regional Employment Officer, Lucknow, addressed to the Asstt. Engineer Circle Telecom Stores Depot, Lucknow. The management's case further is that even thereafter, the workman presented himself for duty on alternative works but stopped coming w.e.f. 4-11-83 of his own accord. Ext. W-1 is the photostat copy of the certificate dt. 10-11-83 showing the number of days during which the workman had worked in the years 1981, 1982 and 1983. The management witness, who was shown the original certificate admitted in his cross examination that the original certificate was given by him and Ext. W-1 is its photostat copy. It shows that the workman had worked for 149 days from 1-1-83 to 30-6-83 and for 106 days from 4-7-83 to 3-11-83. It follows therefore that in the year 1983 upto 3-11-83, the workman had worked for 255 days. The certificate further shows that in the year 1982, the workman had worked for 340 days. So whether the date of termination is taken as 1-8-83, or 4-11-83 the workman had worked for 240 days during the period of 12 months preceding the date of his termination. Naturally therefore, irrespective of the fact whether or not he was a reliable workman and whether or not he remained on unauthorised absence occasionally before terminating his services, the management should have complied with the provisions of section 25F I.D. Act which of course was not done in the present case.

7. The standing order to which the management has referred in its written statement cannot override the mandatory provisions of the I.D. Act. If at all directions issued by the Regional Employment Officer, Lucknow were to be followed the management ought to have looked into the provisions of I.D. Act before terminating the services of the workman.

8. Firstly, the management committed mistake of employing persons as casual workman without their names having been sponsored by Employment Exchange and secondly the management committed another mistake by not observing the mandatory provisions of I.D. Act before terminating the services of those whose names had not been sponsored by the Employment Exchange.

9. It is better if the Telecommunication Department has a Legal Cell to guide its officers who are competent to make employment and discharge or terminate the services of workmen.

10. The management having failed to comply with the provisions of Section 25F I.D. Act, the action of the management in terminating the services of the workman cannot be held as justified. In this case the management has not filed the copy of order of termination by means of which the services of the workman are said to have been terminated

w.e.f. 1-8-83. Rather from the certificate copy Ext. W-1 and also from the written statement, it is evident that the workman had worked upto 3-11-83. There does not appear to be reasonable ground for his not presenting himself for duty after 3-11-83 of his own accord unless he had been asked by the officer of the Telecommunication Department not to come on duty w.e.f. 4-11-83.

11. Hence, it is held that the action of the management in terminating the services of Shri Sunder Lal Casual Labour w.e.f. 4-11-83, is not justified. Accordingly he is entitled to his reinstatement with full back wages on his furnishing an affidavit to the effect that during this period he had remained out of job or not employed anywhere. This condition is being imposed in view of the statement made by the management witness in his cross examination that even now Shri Sunder Lal doing work of the Telecommunication Department but under the service of a Contractor.

12. The reference is answered accordingly.

13. Let six copies of this Award be sent to the Ministry for its publication.

ARIJAN DEV, Presiding Officer

[No. L-40012/4/86-D.II(B)]

नई दिल्ली, 26 अगस्त, 1988

का.अ. 2725.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार उसी अधिनियम के धारा 33ए के तहत श्री आर.के. मिश्रा द्वारा नार्दन रेलवे के प्रबंधन से सम्बद्ध नियोजकों के विरुद्ध की गई शिकायत से केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-88 प्राप्त हुआ था।

New Delhi, the 26th August, 1988

S.O. 2725.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur in respect of a complaint U/s 33 A of the said Act filed by Shri R. K. Mishra against the management of Northern Railway, Lucknow which was received by the Central Government on the 16th August, 1988.

ANNEXURE

BEFORE SHRI ARIJAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

I.D. No. 152 of 1987 (U/s. 33-A) I.D. Act.

In the matter of dispute between :

Shri R. K. Mishra,
R/o. C-1747 Rajajipuram,
P. S. Talkatora,
Lucknow.

Petitioner.

AND

Shri R. S. Andlaw D. M. E. (Power),
N. Railway Lucknow.
Shri E. A. Khan D. R. M. Northern Rly.,
Lucknow.

Opp. Parties.

AWARD

(U/s. 33-A I. D. Act)

1. This is an application under section 33-A I.D. Act, moved by Shri R. K. Mishra, Petitioner.

2. His case in short is that he is working as a clerk in Loco Running Shed Northern Railway - Alambagh, Lucknow. On his behalf Uttar Railway Karamchhari Union (hereinafter referred to as URKU) had raised an industrial dispute against his supersession by his juniors in 1985 which is still pending for adjudication before this Tribunal. However, during the pendency of the said industrial dispute

D.M.E. (Power), & DRM Lucknow opposite parties, have transferred him during the mid session malafide. Under the directions of the opposite parties conveyed to him through Loco Foreman he was required to represent Railway Administration in Court cases before this Tribunal, A.L.C. (C) Lucknow and A.L.C.C., Kanpur. In respect of duties entrusted to him he submitted his contingency allowances and P.A. bills but the Railway Administration disallowed payment of his contingency bills for the months of Feb. & March 1987. He therefore, declined to attend the court cases any more. His transfer from Lucknow to Varanasi will not only affect his future prospects of promotions but also will adversely affect the education of his children. His transfer as such amounts to change in his service conditions during the pendency of the I.D. referred to above. Hence, this application with the prayer that this transfer may be stayed during the pendency of the reference. He has also alleged himself to be a protected workman under rule 61 of the I.D. Central Rules 1957 as he is the Vice President of the Divisional Council of U.R.K.U.

3. The case is contested by the opposite parties. Opposite parties admits that the Central Government Ministry of Labour has referred the under mentioned dispute for adjudication to this Tribunal;

Whether the action of the railway administration in not granting promotion to Shri R. K. Mishra clerk Loco Shed Northern Railway, Pratapgarh, now at Loco Shed AM/N. Rly/LKO to the higher post from BSB onwards is justified and legal? If not, to what relief the workman concerned is entitled?

The said case is now fixed on 16-12-87 for arguments. The applicant was transferred by DME(Lko) to Loco Shed Varanasi on 12-5-87, in the afternoon in the interest of administration and exigencies of service and not malafide as alleged by the applicant. After receiving the said order of transfer, the applicant handed over charge but thereafter left the office of Loco Foreman Lucknow without any intimation. Subsequently, he sent a medical certificate of a private medical practitioner to the Loco Foreman Lucknow who is not his controlling officer. The Loco Foreman however informed the Sr. D.M.E. about it. On 18-5-87, the applicant moved an application before ALC (C) Lucknow under section 33(i) & (iii) I.D. Act. The railway administration filed the objections against the show cause notice issued to D.R.M. and D.M.E. (Power) on 2-9-87. A.L.C. (C) Lucknow, recorded failure of conciliation on 29-9-87 and sent a report to that effect to the Ministry of Labour for information. Now the applicant has moved the present application on false and frivolous grounds. He is neither a protected workman nor he is holding any office in URKU. It has been wrongly alleged by him that the transfer order will affect his seniority. His seniority is maintained in the Divisional Office. His transfer does not in any way affect his service condition. His contingent bills have been withheld because of certain objections raised by Accounts Department. Unless the applicant removes those objections no payment can be made in respect of these payments to him. In fact without a reference order made by the Central Government Ministry of Labour, this Tribunal has got no jurisdiction to adjudicate on the matter raised by the applicant. Lastly, it is pleaded by the opposite parties that the applicant has been again has been again transferred DRM Office Lucknow vide Sr. DPO's letter dt. 26/28-10-87 in pursuance of which the applicant joined duty on 28-10-87 in Uniform Cell in DRM Office Lucknow.

4. In his rejoinder the applicant admits that his transfer from Lucknow to Varanasi has been cancelled by the Railway Administration, but according to him non-payment of salary for the period 12-5-87 to 15-11-87 itself amounts to a change in his service condition. According to him when he was sick, it was obvious that his transfer had not been carried out. He also alleges that his application before ALC(C) was for specific action which has now been accomplished with cancellation of his transfer order from Lucknow to Varanasi.

5. In support of their case the management has filed the affidavit of Shri Mahesh Ram Suptd. D.R.M. Office Lucknow. From the side of the workman no evidence oral or documentary has been adduced in support of his case.

6. From the pleadings of the parties it becomes evident that the only grievance made by the applicant in his application 33A I. D. Act was with regard to his transfer from Lucknow to Varanasi. He now admits in para 4 of his rejoinder that the said transfer has been cancelled. Thus he has not been left with any cause of action.

7. Even otherwise I find no force in the application under section 33A I. D. Act moved by the applicant. The administration/management has the inherent right to transfer any employee from one place to another in the interest of administration. Transfer so made cannot amount to change his service conditions even if he happens to be a protected workman. There is not an iota of evidence from the side of the applicant to show that he is a protected workman or that his transfer was made by railway administration mala-fide. Simply because his two contingency bills have not been paid does not mean that his transfer was made mala-fide. The facts pleaded by the opposite parties in the written statement have been reiterated by their witness Shri Mahesh Ram. It is specifically stated the payments of the contingency bills could not be made to the applicant because his failure to meet certain objections raised by the Accounts Department. This is also no excuse that the transfer will effect education of the children. Such an aspect cannot stand in the way of administrative right to transfer an employee. If every employee's transfer is cancelled on such a ground, the management will become quite helpless and the administrative work is bound to suffer. It will not be improper at all if it is remarked that the application u/s 33A I.D. Act has been moved by the petitioner on frivolous grounds and in order to pressurise the administration of the management to cancel his order of transfer from Lucknow to Varanasi.

8. With the cancellation of his order of transfer by Railway Administration prayer made by the applicant in his petition under section 33A I. D. Act had become infructuous, even otherwise the application is not maintainable.

9. The award is given accordingly.

ARIAN DEV, Presiding Officer

[No. Z-13011/2/88. D. II(B)]

का. घा. 2726.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नारदन रेल्वे, लखनऊ के प्रधानतः से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुसंध में निम्नलिखित श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिनियम, कानपुर के उद्देश्य को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-88 प्राप्त हुआ था।

S.O. 2726.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on the 16th August, 1988.

ANNEXURE

BEFORE SHRI ARIAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 126 of 1986

In the matter of dispute between

The President

Uttar Railway Karamchhari Union

96/196 Roshan Bajaj Lane

Ganeshganj

Lucknow.

AND

The Divisional Railway Manager,

Northern Railway

Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. 1-41012/51-85-D.II(B), dated 13th October, 1986, has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the D.R.M. Northern Railway, in terminating the services of Shri Shyam Lal Ex-Box Porter w.e.f. 12-12-81, is legal & Justified? If not, to what relief he is entitled to?

2. The workman's case in brief is that he was a temporary employee recruited on 4-11-77. He worked continuously from 5-3-78 to 27-3-80 when he was allotted ticket No. 1017. Even thereafter, he continued working upto 12-12-81 as Boxporter. On 13-12-81, he fell ill. He obtained a sick memo and went to the Railway Doctor, who declared him fit on 1-4-82. On 2-4-82, when he went to resume duty he was informed that his services had been terminated due to his being an accomplice in an assault case in which some men had handled a driver of Conda Shed in the Running Room at Lucknow on 13-12-81. He therefore, went to inquire about it from Police Station, Alambagh, where he learnt that no F.I.R. with regard to the said assault had been lodged against him. He even made an inquiry from the office of the Loco Foreman but came to know that there was no report against him regarding the said incident. On repeated approach is made by him in connection with resumption of duty he was told that he will get duty only when allowed by Divisional Railway Officers. Upon that he approached D.P.O. who on his representation inquired from the Loco Foreman in writing as to how his services had been terminated. The Loco Foreman however did not reply the query so made by the D.P.O., Hence he was illegally retrenched on 2-4-82 w.e.f. March 1982 without notice, notice pay and retrenchment compensation. His retrenchment being void ab initio he is entitled to reinstatement with fullback wages and consequential benefits.

3. In defence it is pleaded by the management that the workman was engaged as a casual labour. He was not regular employee nor he was empanelled. He has not even acquired temporary status. As per rules even a casual labour has been provided with medical facilities. It appears that he was taken in regular staff in the pay sheet by mistake and allotted ticket number by Shri C.K.D. Dwivedi, the then dealing clerk. Ticket No. 1017 allotted to him in March, 1980 was cancelled w.e.f. 13-12-81. From 12-12-81, the workman went in RMC and remained as such upto 1-4-82, when he was discharged by ADMO/AMV/LKO. The management also pleads that Uttar Railway Karamchhari Union (hereinafter referred to as URKU) having raised the dispute after a lapse of over 5 years the claim made is barred by time. Further the said union is not a recognised union nor Shri B D Tiwari, happens to be its Zonal Working President. He has, therefore, no right to raise the present dispute.

4. In his rejoinder the workman pleads that he was a permanent railway employee as will appear from copy of DPO's letter dt. 1-5-84 annexed to it. From 3-11-77 to 27-3-80 he worked as a callman and thereafter after screening and allotment of ticket number he worked continuously under the management as Boxporter upto 12-12-81. According to him he has completed 240 days of service prior to his retrenchment.

5. In support of his case, the workman has filed his own affidavit and a number of documents. On the other hand, in support of its case, the management has filed the affidavit of Shri S. H. Raza, Asstt. Suptd. Loco foreman Office.

6. In this case, the management has greatly relied on some of the statements made by the workman in his cross examination. The authorised representative for the management put some questions to the workman in his cross examination about the casual labour card. The workman in his reply stated that he did not know what it was. According to him at the time of recruitment he was simply issued a memo by which he was directed to report for duty. The memo was issued to him on 3-11-77 by Shri B. N. Srivastava, the then head clerk, who alongwith many other clerks being involved in fraud was sacked from service.

7. The authorised representative for the management then made certain inquiries from the workman about the medical card photostat copy of which is annexure 7 to the application dt. 11-5-88 moved on his behalf by his authorised representative Shri B. D. Tiwari. The workman has admitted that it is a torn piece of medical card. He also admits that the other part of the medical card is not in his possession. He also does not know when did he receive it. According to him this medical card was issued to him by Shri C.K.D. Dwivedi.

8. Then he was cross examined with regard to PTOs copies annexures 19 to 23 filed by the workman with the application dt. 15-4-83. The workman, has admitted that he cannot say whose signatures appear on these PTOs. He even does not know or remember in whose name he obtained these PTOs. According to him a clerk of the office used to give him these PTOs. These PTOs were never utilised by him. One PTO was used by him once for the journey from Puri to Lucknow. He has admitted that he used to get passes from the department but when it was inquired from him as to why he did not avail the passes he simply replied that it was his own sweet will.

9. With regard to these PTOs, the management witness has deposed that these PTOs do not bear the signatures of A.M.B. (Loco). According to him between August 1981 & October 1981 Shri S. D. Kowsji was AME (Loco). To a question put to him by the authorised representative for the workman he has said that he cannot say that Shri Balkaran Ram was or was not office Suptd. during the said period. He admitted that he had never worked with Shri Balkaran Ram. He expressed his ignorance on the point whether or not Office Suptd., used to sign the PTOs and passed issued from the office of AME Lucknow.

10. Photostat copies of pay slips have also been filed by the workman in this case and they are annexure 8 to 18 of the list of documents dt. 11-5-88. With regard to these pay slips the workman has deposed in his cross examination that they were given to him by Khajanchi. He admits that on the pay slip annexures 9 to 11 and 13 to 18 his name does not appear. He further states that on annexure 8 his ticket number is not noted. Although it is noted on the rest of the pay slips. When it was inquired from him whether the said Khajanchi was still working he expressed his ignorance. Then certain questions were put to him with regard to ticket number. He has said that token bearing ticket number used to be given daily and taken back from him that day. Last time it was taken from him to 2-4-82.

11. All said and done the question is whether the workman had acquired temporary status or not and further whether or not, he had completed 240 days of working during the period of 12 months preceding the date of his termination of his service.

12. It is not the case of the management that the workman procured service on the basis of any fake casual labour card appointment letter etc. Rather it is admitted to the management that the workman was engaged as casual labour. In para 5 of the w.s. it has been specifically stated by the management that the workman had been paid wages for the period for which he had worked. The question is for how many days he had worked and wages for what period had been paid to him.

13. There is a definite case supported by affidavit of the workman that he was engaged on 3-11-77. In his cross examination he says that he was given duty on Badli. According to him upto 5-3-78 every month he worked for some days. He has then deposed that from 5-3-78 to 27-3-80, he had worked continuously. He admits that he was always given duty by duty clerk and not by an officer. Even now, he says, the practice is, that clerk gives duty to workers like him. He has then deposed in his cross examination that on 27-3-80, he was sent to Mugalsarai as Boxporter and he was given ticket no. 1017 by Shri B. N. Srivastava Head Clerk. He also admits that he never appeared for screening before any screening committee nor appeared in any test. According to him the above named head clerk admitted that by mistake he could not sent his name in the panel.

2183 GI/88-10.

14. Let us see what, evidence, the management has given in this regard. I have already referred to the facts stated by the management in the written statement that the workman was appointed as a casual labour and that he had been paid wages for the period for which he had worked. For the purpose of appreciating the evidence we will have to bear in mind the status of the workman and his educational qualifications. The workman has stated in his cross examination that he has read upto class V.

15. The management witness in his cross examination admits that he is unable to say whether the workman join duties on 3-4-77. He is also not in a position to say as to on what post the workman was working on 12-12-81. He even does not know in respect of what post ticket number was issued to the workman. According to him in March 1980, the management came to know about the wrong allotment of ticket number to him whereupon ticket number was revoked on 13-12-81. He further says that since no record was available, he is unable to say whether or not workman was drawing wages on regular pay sheets. Due to non availability of record he even cannot say whether or not, any show cause notice was issued to the workman and when the name of the workman was struck off from the muster rolls.

16. A man like the present workman cannot understand the office procedure with regard to issue of casual labour card, PAOs, ticket number, medical card etc., I may state here that in para 4 of written statement it has been admitted by the management that medical facilities are provided even to casual labours. So the torn medical card filed by the workman cannot be taken as leading to the inference that no medical card would have been issued to him. Without the medical card he would not have enjoyed the medical facilities.

17. The Railway is a big organisation and it cannot be said in the circumstances of the present case that it would not be having record regarding the number of days for which the workman had worked and the number of days for which he had been paid wages. If the first record is not available atleast record pertaining to payments of wages to the workman must have been with the railways authorities. If for reasons best known to the management, the management withholds such an important document I see no reason why not to believe the statement of the workman that he had continuously worked from 5-3-1978 onwards till 12-12-1981 when he proceeded on sick leave. Thus he must be deemed to have acquired the temporary status by working continuously for 120 days and must have been completed 240 days of working during the period of 12 months preceding the date of his retrenchment.

18. It is not the case of the management that he was given no notice or notice pay and retrenchment compensation prior to his termination of his service. Hence, the action of the Divisional Railway Manager, Northern Railway in terminating the services of Shri Shyam Lal w.e.f. 12-12-81 is neither legal nor justified. The workman is therefore, entitled to his reinstatement with full back wages.

19. The reference is answered accordingly.

ARJAN DEV, Presiding Officer,

[No. L-41012/51/85. D. II (B)]

HARI SINGH, Desk Officer.

का.प्र. 2727:—औद्योगिक विवाद अधिनियम 1947 (1947

का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक मथुरा के प्रबन्धन के संबंध नियोगों और उनके कर्मचारों के बीच मतभेद में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 12 अगस्त 1988 को प्राप्त हुआ था।

S.O. 2727.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the industrial dispute between the employers in

relation to the management of State Bank of India, Mathura and their workmen, which was received by the Central Government on the 12th August, 1988.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
KANPUR

Industrial Dispute No. 177 of 1987

In the matter of dispute between :

Deputy General Secretary State Bank of India Staff
Association 2/263 Namair Agra Petitioner

AND

The Regional Manager State Bank of India Partap Pur
M. G. Road Agra Opp. Party

APPEARANCES :

Shri V. K. Gupta, Authorised Representative—for the
Workman.

Shri P. K. Gupta, Authorised Representative—for the
Management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/540/86-D.II (A) dated 27-11-1987, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of State Bank of India, Mathura, in not allowing officiating chance in higher scale to Shri R. P. Agrawal, is justified. If not, to what relief is the workman entitled ?

2. Workman's case in brief is that he was appointed in clerical cadre of the State Bank of India on 13-5-66, and was confirmed in the said cadre on 13-11-66, and presently he is the senior most employee in the clerical cadre at the A.D.B. Mathura Branch of the Bank. Being the senior most employee in the clerical cadre in the said branch he became eligible for officiating as OJMGS-I as per Bank's Rule. He was offered officiating chance between July 1983 and Jan. 10, 1985. Thereafter, in order to harass him the Branch Manager, of the said Branch did not allow him to officiate as OJMGS-I, as and when the opportunity to officiate as OJMGS-I arose and he was not informed by the Branch Manager, as to why he was being denied the opportunity to officiate as OJMGS-I nor he was given any notice or opportunity to explain anything which was considered as debarring him from officiation. The workman alleges that the action of the Branch Manager amounts to victimization and unfair labour practice. He has therefore, prayed that the action of the Branch Manager be held as illegal, unfair and unjustified. He has therefore, prayed that the Branch Manager be penalised as per provisions of the I. D. Act. Next he has prayed that he should be paid officiating allowance w.e.f. 11-1-85, onwards and compensation be awarded to him for unnecessary harassment caused to him by the Branch Manager.

3. The Management in defence pleads that the workman is not entitled for officiating powers as a matter of right. He had availed two chance for promotion to Officer Cadre in 1977 and 1978, but he could not qualify in the said two tests. Then in 1979, he chose not to appear and submitted a medical certificate. Thereafter, he did not give his consent for promotion with the result that his name was not included in the list of eligible candidates for appearing in the test for promotion to officer cadre. As per Banks standing Instructions, the employee who does not give his consent to appear in Promotion Test is not eligible for officiating powers. In 1982, the management decided that officiating powers would not be given to him and this fact was noted

in his service sheet. However, due to over sight the Branch Manager of A.D.B. Mathura Branch of the Bank allowed him officiating powers from July, 1983 to 10-1-85 and as soon as the Branch Manager came to know of the management decision, he refused to give him the officiating chance. The management denies that on account of any ulterior motive the Branch Manager withheld the chance of officiation of the officer cadre as has been alleged by the workman. There has been no unfair labour practice nor any victimization of the workman. Every thing was done in accordance with management's decision which was taken as per Banks Standing Instructions.

4. In his rejoinder the workman pleads that he never refused to give his consent for his promotion.

5. In support of his case, the management has filed the affidavit of Shri L. K. Jain, an officer posted in the Staff Cell, Regional Officer, Region III Agra. On the other hand, the workman has filed his own affidavit and a number of documents.

6. At the very outset it will be proper to refer to rules of the Bank and instructions issued through various circulars by the Bank from time to time on the point involved in this case.

7. Ext. W-6, is the photostat copy of Chapter XXI/ relating to promotions to Officers Grade JMG from clerical and Cash Department from the Reference Book on Staff Matters of State Bank of India. Para 2 of this chapter provides that the employees belonging to the general category will be given three regular chance and the fourth chance after lapse of three examinations subsequent to the last chance availed of. It means that eligible employees of the clerical cadre are to be given 4 chance for the appearing in the promotional test.

8. Para 3 refers to the fact as to how these chances are to be reckoned. It lays down that if an employee who has given his consent for promotion, fails to appear for the promotion test for any reason other than on genuine medical grounds, he will be deemed to have exhausted one chance. Similarly if an employee is unable to appear at the promotional test due to bereavement in the family or disability caused to self due to an accident/injury, he will not be deemed to have exhausted a chance. It follows, therefore, that where an employee has given his consent for promotion fails to appear in the promotional test on account of genuine medical grounds, bereavement in the family or disability caused to self due to an accident/injury, he will not be deemed to have exhausted a chance. This rule further provides that if an employee absents himself from the test on more than two occasions he will start losing one chance from the third absence onwards irrespective of the reasons of absence, i.e. to so if an employee who absents himself from the test on more than two occasions will forfeit his officiating chance after he is called 6 times for the promotional test. This refers to the fact as to under what circumstances an employee will forfeit his chance to officiate in OJMGS-I.

9. Ext. W-4, is the photostat copy of the extract from Chapter XXIV. of the said reference book. Para 2 of it deals with eligibility. It provides as to who from the clerical cadre may be entrusted with the officiating powers of OJMGS-I. Sub-para (ix) of this para provides that those employees who refuse promotion are not allowed to officiate in higher capacities. Their cases can be considered for officiating chance only after lapse of one year of their revoking the refusal.

10. Now I come to 3 important circulars of the Bank. Ext. W-3 is the copy of circular dated 22-7-82. This circular is very important so far as this case is concerned. This circular dated 22-7-82 refers to the decision taken by the management in the light of the reports received that there are quite a few employees, who are genuinely interested in promotion but for fear of transfer and heavy responsibilities they therefore, refrain from appearing at the promotion test on grounds of sickness with a view to perpetuating their claim for officiating opportunities. This practice negates the Bank's intention in stipulating the maximum number of chance

because as it may happen, an employee can abstain himself from the test on medical grounds any number of times to get officiating chance. Decision taken 4 read as under :—

1. an employee who exhausts all the 3 consecutive chances will be debarred from officiating in the Junior Management Grade. He will be eligible for the 4th chance as per policy but, in the interregnum will not be eligible for getting officiating chance.
2. 'If an employee, who has given consent for promotion, fails to appear in the promotion test for any reason other than on medical grounds, he will be deemed to have exhausted one chance.

The second circular which is dated 25-10-82 appears to have been issued for certain clarification sought by the different offices of the Bank with regard to the true purport of circular dt. 22-7-82. I need not to refer to it in details :-

Ext. W-2, is the copy of it.

The third circular dt. 7-6-83, copy Ext. W-1 brought about an amendment in the earlier circular dt. 22-7-82 which provided that an employee who had exhausted all the consecutive chances would be debarred from officiating in the junior management grade. This circular refers to the decision taken by the management that the officiating chances may be stopped after an employee has exhausted all the 4 chances instead of 3 chances as stated in office circular dt. 25-10-79. Thus according to this circular officiating chance in the Officer Grade can be denied to an employee, only after he has exhausted 4 chances. In view of the above rules and circulars the two points which arise for consideration are —

1. Whether the workman Shri R. P. Agrawal has exhausted all the 4 chances and,
2. Whether Shri R. P. Agrawal, ever refused promotion to OJMGS-I.

Findings :

Point No. 1 :

11. The management's case is that the workman appeared in two promotion test, one held in 1978 and the second held in 1979, but he could not qualify in these two tests. This fact though not specifically admitted by the workman in his claim statement and rejoinder has been admitted by him in para 2 of his statement in cross examination. The management's case further is that in the promotion test held in 1979 the workman did not choose to appear and submitted the medical certificate. The evidence given by the management is slightly different on this point as will appear from para 2 of the affidavit of management witness Shri L.K. Jain. He has deposed that the workman refused to appear in the test held in 1979, but thereafter he gave his consent for the promotion test held in 1981 but did not choose to appear in the said test and submitted a medical certificate later on. In his cross examination the management witness has admitted that the medical certificate so submitted by the workman was accepted by the management. Hence so far as the promotion test of 1981 is concerned the workman cannot be said to have exhausted his chance. The question, therefore, to be considered is whether the workman had given his refusal in the test held in 1979 or not. There is no documentary evidence from the side of the management to prove this fact. The workman expresses his ignorance on the point whether or not any promotion test was held in 1979. Even if it is assumed that a promotion test was held in 1979, there is no cogent evidence from the management side to prove that the workman had refused to appear in the said test. In para 4 of his statement in cross examination, the workman has deposed that even after 1981, promotional test have been held. When these tests were held there is no evidence either from the side of the management or from the side of the workman.

12. Thus from the above evidence I find that the workman had availed two chance and not 4. Even if it be assumed that he had availed 3 chances by no stretch of imagination he can be said to have exhausted 4 chance.

As earlier stated by me with reference to Ext. W-6 to Ext. W-4 chances could be availed only after lapse of 3 examination subsequent to the last chance availed of. The same position was reiterated in the circular dt. 22-7-82, copy Ext. W-3.

13. In para 4 of his affidavit the management witness has deposed that the workman was debarred from officiating powers vide R. Ms. Letter No. SL-21/12860 dated 16-9-82. According to him the contents of the said letter are noted in the service sheet of the employee. The letter being very old is not traceable however, the bank is ready to show the copy of the workman's service sheet to the Tribunal as the same is confidential document. In para 5 of his statement in cross examination the management witness says that he cannot tell about the contents of the aforesaid letter. Because of the statement and in the absence of bringing on record the copy of the said letter no reliance can be placed on facts stated by him in para 4 of his affidavit. Even if it is assumed that such a decision was taken, the Branch Manager at A.D.B. Mathura Branch ought to have taken notice of the circular dt. 7-6-83, copy ext. W-1 which clearly provides that officiating chance may be stopped if an employee had exhausted all the 4 chances instead of 3 chances as stated in earlier circular of the Bank. Point is decided accordingly.

Point No. 2

14. There is no cogent and reliable evidence from the management side to show that the workman ever refused his promotion to OJMGS-I. Hence, the point is decided accordingly.

15. In view of the discussion made above, I told that the action of the management of the State Bank of India in not allowing officiating chance as OJMGS-I after 10-1-85 is not justified. The workman therefore, held entitled to officiate as OJMGS-I, as and when opportunity arises according to rules.

16. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12012/540/86-D. II-A/D/III-A]

P. V. SREEDHARAN, Desk Officer

का.प्रा. 2728 मैसर्स दि कुड्डपा डिस्ट्रिक्ट को.ओ. पिल्क प्रोडक्ट्स यूनिट लि. मिल्स प्रोडक्शन फैक्ट्री पो. बाक्स नं. 28 प्रोड्यूसर-516360 (एपी/6452) (जिसे इसमें हाके परवात उक्त स्थापन कहा गया है) से कर्मचारी अधिकृत निधि और प्रकीर्ण उपस्थित प्रविनियम 1952 का 17 (जिसे इसमें हाके परवात उक्त अधिनियम कहा गया है) को धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए प्रवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा लिगम की सामूहिक बीमा स्कीम के प्रयोजन और बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश मन्त्रालय बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उगावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त भान्द्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा, जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खंड-क के अधीन समय-समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उक्त फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त भान्द्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रसार देगा।

9. यदि किसी कारणवश स्थापना के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिस स्थापन पहले अपना चुका अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में, मसकल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकर की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को

जो यदि यह छूट नहीं गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक उस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम - 35014/93/88-एस. एस.-2]

S.O. 2728.—Whereas Messrs The Cuddapah District Co-operative Milk Producers' Union Limited, Milk Products Factory, P.B. No. 28, Proddatur-516360 (Andhra Pradesh) (AP/6452) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as when amended, alongwith a translation of the salient features thereof, in the languages of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under that Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heir of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/93/88-SS. II]

का.प्र. 2729 मैसर्स फिनोल्फाइट प्रा. लि. 306 बिनोय ट्रेड सेंटर तीसरी मंजिल पार्कवेस सिकंदराबाद-500003 (ए.पी./11862) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2(क) के प्रांत छूट रिजेक्ट करने के लिए आवेदन किया है।

और केन्द्रीय सरकार का संशय हो गया है कि क्या सारा 7 कर्मचारी किसी पृथक अभिधाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रवीण जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहकारी बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रवीण उन्हें अनुज्ञेय है।

प्रश्न: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उदाहरण अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त आन्ध्र प्रदेश की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करें।

2. नियोजक ऐसे निरीक्षण प्रचारों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3(क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रयासन के, जिसे प्रत्येक लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संदाय प्रादि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब तक उसमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाध स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवाक प्रमाणित भारतीय जीवन बीमा निगम को संवेद करेगा।

6. यदि उक्त स्कीम के प्रवीण कर्मचारियों का उपर्युक्त फायदे बचाये आते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रवीण कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रवीण उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के प्रवीण अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रवीण संदेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होती जब वह उक्त स्कीम के प्रवीण होता तो, नियोजक कर्मचारी के विधिक वारिस/वाम निर्दिष्टों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संगोवन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना वृष्टिकोण स्पष्ट करने का सुनिश्चित प्रवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उन नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है और पानिमी को स्थापन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वंश में उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि वह छूट न हो गई होती तो, उक्त स्कीम के अनुमोदित होने बीमा फायदों के संदाय का अन्तराधिकार नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उक्त स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक कार्रवाई को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं० एस-35014/82/96-एम.एन.-2]

S.O. 2729.—Whereas Messrs Fenoplast Private Limited, 306 Cheney Trade Centre, 3rd Floor, Park Lane, Secunderabad-500003. (AP/11862) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/96/88-SS. II]

का.प्र. 2730 मैसर्स बि प्रान्तपुर को-प्रोपर्टी सर्विस स्टोर्स लि. प्रान्तपुर आन्ध्र प्रदेश (ए.पी./3050) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्राचीन उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निशेप सहकारी बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमोदित हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि मायुक्त आन्ध्रप्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क) के खण्ड क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत वे शर्तों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उसमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुख्य वर्ग करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती है जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टि की प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी अंगोचन प्रादेशिक भविष्य निधि प्रायुक्त, प्रान्तीय प्रवेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिबन्ध उत्पन्न करने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त अंगोचन अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोम स्पष्ट करने का पुष्टिकरण अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पट्टे द्वारा सूचित है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस निरत तारीख के पक्ष पर जो भारतीय जीवन बीमा निगम निरत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वृत्ति में उन मृत सदस्यों के नाम निर्दिष्टियों या विधिक वारिसों की जो यदि यह छूट न हो होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के प्रत्येक प्रांत वाले किसी सदस्य की मृत्यु होने पर उसके हकदार/नाम निर्दिष्टियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिष्ठ करेगा।

S.O. 2730.—Whereas Messrs The Anantapur Co-operative Central Stores Limited, Anantapur, Andhra Pradesh, (AP/3050) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. 35014(97)/88-SS. II]

का.आ. 2731.—मैसर्स प्रेसिजन इलेक्ट्रॉनिक कम्पोनेन्ट्स मैन्युफैक्चरिंग कम्पनी 1-1-60/6 मुर्शीदाबाद हैदराबाद-500020 (ए.पी.)/6102 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीण उपबन्ध अधिनियम, 1952 का 17 (जिसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2(क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी मिश्रण सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उगावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्रिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्रिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रन्तरण, निरीक्षण प्रभारों का संदाय आदि की हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्य की भाषा में उसकी मुख्य भाषों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि

का पहले ही सदस्य है, उसके स्वयं में निर्देशित नाम किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी वांछना प्राविश्य भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संदेय होनी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की वक्ता में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होने बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/98/88-गम.एम.-2]

S.O. 2731.—Whereas Messrs Precision Electronic Components Manufacturing Company, 1-1, 60/6 Musheerabad, Hyderabad, (AP/6102), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas the Central Government is satisfied that employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made, by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/98/88-SS. II]

का.प्रा. 2732-नैनीताल इलिकी विभाग 135-ए जमान बाबा-साखा बंगलौर-560032 (के.एन./7285) (जिसे इसके द्वारा पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रयोग आदेश अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 18 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी, किसी पृथक प्रविष्टि या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रदान जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसके उपरान्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अन्तिम के लिए स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्राप्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क) के अन्तर्गत के अधीन समय समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रवर्तन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संदाय प्राविधी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब न संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित निसा जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नव नृत्त वर्ज करेगा और उसी बाबत प्रचारा प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उक्त फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित का से सुविधि दिये जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उक्त फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिक्षण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को इस सामूहिक बीमा स्कीम के, जिसे स्थापन पड़ने अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किमा रीति से कम हो जाते हैं, तो यह रद्द हो जा सकता है।

10. यदि किसी कारणवश नियोजक उस निवृत्त तारीख के भीतर जो भारतीय जीवन बीमा निगम नियंत्रित करे, प्रीमियम का संदाय करने में अनफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गये किसी व्यक्तिकर की वृत्ति में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/91/88-एमएम-2]

S.O. 2732.—Whereas Messrs Kwaliti Printers 135A, Kaval Byrasandra, Bangalore-560032 (KN/7285) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years,

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/91/88-SS II]

का. प्र. 2733—मैसर्स एन. पी. क्वलिटी प्रिन्टर्स 135/1 कवाल ब्यरासन्दा बेंगलूर 560032 (के. एन. 10742) (जिसे इसमें इस के पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और कर्ण उपवन्ध अधिनियम 1952 का 17 (जिसे इसमें इस के पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2A) के अधीन छूट देने के लिए प्रार्थना की है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजैय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और अपने उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 8-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सुचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुजैय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोहों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदित के बिना नहीं किया जाएगा।

और जहां किसी संशोधन से कर्मचारियों के हित परतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त द्वारा अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुकृत्युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले बना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकर की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अर्थात् होते। बीमा फायदों के संदाय का उत्तरदायित्व निराकरण पर होता।

12. उक्त स्थापन के सम्बन्ध में नियोजक उक्त स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय उत्तरदायित्व से और प्रत्येक दशा में भारतीय जीवन बीमा निगम के बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/90/88-एस.एच-II]

S.O. 2733.—Whereas Messrs NP Chewing Gums Limited, 135/1, Kaval Byrasandra, Bangalore-560032. (KN/10742) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1975 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/90/88-SS. II]

का. भा. 2734.—मैसर्स एन. पी. कम्पैकशनरी, 135/2 कवल बेरासाखर, बंगलूर 560032 (के. एन./10741) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट बिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का संवाय किये बिना हो, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोध सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है,

यतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का प्रस्तारण, निरीक्षण प्रसारों संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उसकी मुख्य बातों का अनुवाच स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारी को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जाँ उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम के कम है जो कर्मचारी को उस वक्ता में संदेय होता जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशाती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और वहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भविष्य जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द हो जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संवाय करने में प्रफल रहता है और पालिती को ब्ययगड हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किये गये किसी व्यक्तिकम को वशा में उन मृत सदस्यों नाम निर्विशितीयों या विधिक वारितीयों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के प्रधीन आने वाले किसी सदस्य का, मृत्यु होने पर उसके हक्कार नाम निर्विशितीयो विधिक वारितीयों को प्रमांकृत रकम का संवाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से प्रमांकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस 35014/88-एसएस-2]

S.O. 2734.—Whereas Messrs NP Confectionery Limited, 135/2, Kaval Byrasandra, Bangalore-56032 (KN/10741) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/88-SS. II]

का. आ. 2735—मैसर्स धनका फन फडस (इधिया) पुना-बंगलौर रोड मैसुर धारवाडा (के. एन./10552) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रधीन मास्य अधिनियम 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2A) के प्रधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उक्त फायदों से अधिक अनुकूल हैं जो कर्मचारी निगम सङ्गठन द्वारा स्कीम, 1976 (जिसमें इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उक्त अधिनियम है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3A द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपरान्त अनुसूची में निर्दिष्ट शर्तों के अधीन करते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपधर्तों के प्रधीन में छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समग्र-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुबाव स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबद्ध करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उक्त फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस बात में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में क्षमक रहता है और पारितोषी की व्यवस्था हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वक्ता में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम ने बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/92/88-एस.एस-2]

S.O. 2735.—Whereas Messrs Agva Fun Floods (India), Poona-Bangalore Road, Sattur, Dhawad, Karnataka (KN/10552) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employee than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/92/88-SS. II]

का. अ. 2736.—मैसर्स दी साउथ आर्कोट सैन्ट्रल कोऑपरेटिव बैंक लि. कुड्डलूर 607001 (कोड नं. टी. एन. 4111) एवं इसकी शाखाएँ (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए प्रार्थना किता है

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना, ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तनों से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसा मुकामाई प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निरिच्छा करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक भाग की तत्पश्चात् के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निरिच्छा करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तर्गण निरीक्षण प्रसारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बहान नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों, की एक प्रति और जब कभी उन्हें संशोधन किया जाये, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि या अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले हो सहस्रक है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का शक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की इस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश निरीक्षण उक्त रिपोर्ट तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संशय करने में असफल रहता है और पालिसी को वापस हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संशय में किये गये किसी व्यक्तिकर की वशा में उक्त मृत स्वस्थों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न की गई होती तो, उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उन स्कीम के प्रतीक देने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक धारियों को बीमाकृत रकम का संशय नष्टता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[सं० एस 35014/86/88/एस०एस०-2]

S.O. 2736.—Whereas Messrs The South Arcot Central Cooperative Bank Limited, Cuddalore-607001 (Code No. TN/4111) and its branches, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, Madras and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, Madras and where the amendment is likely to affected adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/86/88-SS. II]

का. धा. 2737—मैसर्स सी एस. पावर कंट्रोलर्स 53 (एन पी डेव. एल.एस. इण्ड. एस्टेट्स) इकोलुथम्पल मद्रास 97 (टी. एन. 17410) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिली जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या प्रीमियम का संशय किये बना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उद्भाव्य अनुसूची में विनिश्चित जनों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयात तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे सेवा रखेगा तथा निरीक्षण के लिए ऐसी मुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करेंगे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय समय पर निर्दिष्ट करेंगे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत सेवाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संशय, सेवाओं का अनुपगण, निरीक्षण प्रभारों संशय आदि भी है, होने वाले सभी व्ययों का उक्त नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुखावृत्तों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी तबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संशोधन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक समुचित हों, जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का भरण करेगा।

8. सामूहिक बीमा स्कीम के उपयोगों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त समित्व जाबु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अर्थात् दृष्टिकोण स्पष्ट करो का पत्र लिखकर अवगत देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द हो जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम गारंटी के भीतर जो भारतीय जीवन बीमा नियम नियम कर, प्रीमियम का संशय करने में प्रसक्त रहता है और पालिसी को व्यग्रता हो जाने दिया जाता है तो छूट रद्द हो जा सकती है।

11. नियोजक द्वारा प्रोविडेंट के संसार में किये गये किसी व्यक्तिक्रम की दशा में उन मृत-सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि मृत छूट न बी गरी होती तो, उक्त स्कीम के अन्तर्गत होने। बीमा फायदों के संसार का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सदस्य में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके अधिकार नाम निर्देशितियों/विधिक वारिसों को वांछित रकम का भरण व्यवस्था में और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाहत रकम प्राप्त होने के एक मास के भीतर भुविषित करेगा।

[संज्ञा एस-35014/94/88 एस. एन. 2]

S.O. 2737.—Whereas Messrs PS Power Controls 53 (NP) Dev. Plots Ind. Estate, Eklatiathangal, Madhav-97 (TN/17410) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

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And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the languages of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life

Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/94-88-SS.II]

का.प्र.०३७३८—मैसर्स विलेजोर सेंट्रल को ओ. बैंक लि. नं. आफिशियल लाइन, वेलोर न.ए. 632001 (टी. एन. /4194) (जिसे इसमें इसने पश्चात उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि और प्रवर्ण उपखण्ड अधिनियम, 1952 का 17 (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट देने जाने के लिए आवेदन किया है।

वीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पुष्कल अधिदाय या प्रीमियम का भुगतान विधे विना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए में फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निशेष सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे सेवा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारा का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क के खण्ड 2क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, उनके अन्तर्गत सेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, निष्ठाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमानित सामूहिक बीमा स्कीम के नियमों का एक प्रति और जब सभी उनमें संगठित किया जाये, तब उन संगठन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के मुख्या पद पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पक्ष में ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के भद्र के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी वास्तव आयुष्मक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उन रकम में कम है जो कर्मचारी को उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को पत्रिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संगोपन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संगोपन से कर्मचारियों के हित पर प्रति-कूल प्रभाव पड़ेगा की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्ति सुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के जिते स्थापन पहले अपना शुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रह गी जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है और गारंटी को व्यपगत हो जाने बिना जाता है तो छूट रह गी जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी अकि-कम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न की गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन जाने वाले किसी सदस्य की-मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[अंख्या एच-35014/95/88-एसएम-2]

S.O. 2738.—Whereas Messrs The Vellore Central Co-operative Bank Limited, No. 1 Officers Line, Vellore-632001, Dist. North Arcot. (TN/4194) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commission, Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the languages of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life

Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/95/88-SS.II]

का.प्र. 2739—मेसर्स गनवर्ल्ड मैटेल वर्क्स प्राइवेट लिमिटेड, कल्याण डिस्ट्रिक्ट (ए. पी. 3816) एवं इसकी अन्य दो शाखाएँ जिनका कोड नं. एपी/7163 ए ए पी /13523 है (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी सविष्णु निधि और प्रतीपे उपबन्ध अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) के अन्तर्गत 17 का उपबन्ध (2) के अन्तर्गत छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी प्रथम श्रेणी के अधिनियम का संशोधन किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे कायदे उक्त कायदों से अधिक अनुकूल हैं जो कर्मचारी निधि अधिनियम, 1976 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) के अधीन उक्त अधिनियम है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-17 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उक्त स्थापन के कर्मचारी के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्धन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में निम्नलिखित प्रादेशिक सविष्णु निधि आयुक्त उन्हे का.प्र. 2739 को ऐसी विवरणियाँ भेजेंगे और ऐसे केन्द्रों तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेंगे जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. निरीक्षक, ऐसे निरीक्षण प्रक्रिया का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर संवाद करेंगे जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 13-क के अन्तर्गत के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत केन्द्रों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवय, लेखाओं का प्रस्तुत, निरीक्षण प्रक्रिया संवाद आदि भी है, होने वाले सभी व्ययों का बहुत निम्नलिखित द्वारा किया जाएगा।

4. निरीक्षण, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उसमें संशोधन किया जावे, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उनकी मुख्य भाषा का अनुवाद स्थापन के मुख्यालय पर प्रदर्शित होगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी सविष्णु निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का सविष्णु निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित में किया जात है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित करेगा और उसकी शक्ति सम्बन्धित अधिनियम भारतीय जीवन बीमा निगम की संस्था करेगा।

SCHEDULE

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुपलब्ध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सर्वेय होती थी वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिभर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त उ० अ० का० गृह के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशुद्ध अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है प्रवीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियुक्त सारोख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को अव्यवगत हो जाने विशा जाता है, तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में हिस्से गये किसी व्यक्तिगत की वक्ता में उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट नहीं गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व निगम पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/89/88 एस एस-2]

S.O. 2739.—Whereas Messrs Sunlight Metal Works, Jawahar Auto Nagar, Vijaywada, Krishna Distt. (A.P.) (AP/3816 and its two branches having Code No. (AP/7165 and AP/13623) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Sub-Regional Office, Guntur and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Sub-Regional Office, Guntur and where any amendment is likely to affect adversely the interest of the employee, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

का. आ. 2740--मैसर्स अम्बिक मेटल बॉक्स इन्डस्ट्रिज प्राईवेट लि. 25/26 गुजरात व्यापारी महामंडल इन्ड. एस्टेट उच्च-382410 अहमदाबाद (जी. जे. 10446) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिली जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का मतान्वय है कि उक्त स्थापना के कर्मचारी किसी पृथक् अधिदान या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश उद्धार बीमा स्कीम, 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है के अधीन उन्हें अनुभूये हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसके उपरान्त अनुसूची में विनिर्दिष्ट धारों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपधाराओं के प्रवर्तन से छूट देने की है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणें देनी हों और ऐसा लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूये हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य. रकम उस रकम

से कम है जो कर्मचारी को उस वक्ता में संवेद्य होती जब वह उक्त स्की के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों का आता दृष्टिकोण स्पष्ट करने का युक्ति मुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पड़ने आता चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उक्त नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम निगत करें, प्रीमियम का संदाय करने करने में असफल रहता है और पारिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की वक्ता में उन मृत सदस्यों के नाम निर्दिष्टियों या विधिक वारिसों को यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उक्त वारिस निगम पर होता।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्दिष्टियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पराता से और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/99/88एस.एस.-2]

S.O. 2740.—Whereas Messrs Ambic Metal Box Industries Pvt. Ltd., 25/26 Gujarat Vepari Mahamandal Ind. Estate, Odhav-382410 Ahmedabad. (GJ/10446) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/99/88-SS.II]

का. आ. 2741--मैसर्स म्युनिसिपल कोऑपरेटिव बैंक लि. म्युनिसिपल आफिस कम्पाउंड दानापोठ सरदार बल्लभ भाई पटेल रोड, अहमदाबाद-380001 (जी.जे. /14378) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रयोज्य उपबन्ध अधिनियम 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिय जाने के लिए आवेदन किया है।

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, जिसे पृथक अधिनियम या प्रविधान का अंग माना जाने लगा हो, भारतीय जीवन बीमा नियम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में मान्य उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उक्त कानूनों से अधिक अनुकूल हैं जो कर्मचारी निवेश अधिनियम बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उठे अनुकूल हैं।

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रयोज्य उपबन्धों का प्रयोग करते हुए और इसके उपबन्ध अनुसूची में विनिर्दिष्ट जनों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रयोज्य से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में निम्नलिखित प्रावधान तत्काल विधि प्रावधान, नई दिल्ली को ऐसी विवरणिका प्रेषित करेगा तथा स्कीम तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केंद्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. निरीक्षक, जिस निरीक्षण प्रभारी का प्रत्येक मास की सभापति के 15 दिन के भीतर संभाव्य करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3 क के खण्डक के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, निम्नलिखित व्यवस्थाएँ बनायीं जा सकेंगी, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संभाव्य, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संचालन आदि भी हैं, होने वाले सभी सगो न्यायों का वहन निरीक्षण द्वारा किया जाएगा।

4. निरीक्षक, केंद्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, सब इस संशोधन की प्रति तथा कर्मचारियों की बहुतांशता की भाषा में उक्तों मुख्य भाषा का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कि स्थापन को संबन्धित निधि का पहले ही सदस्य है, उसके स्थापन में निवेशित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुख्यतः करेगा और उसकी दावा आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुकूल हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी का उस वधा में सुदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वांछित/नाम निर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संभाव्य करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रावधिक अधिनियम निधि प्रायुक्त गुजरात, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ संशोधन से कर्मचारियों के हित

पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, जहाँ प्रादेशिक धनिय निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों की प्रस्ताव वृद्धि-कोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी मांशवीर जीवन बीमा निगम की उस मांशवीर बीमा स्कीम के, जिसे स्थापन करने के लिये चुना है प्रयोजन नहीं रह जाता है या उस स्कीम के अंतर्गत कर्मचारियों का प्राप्ति होने वाले फायदे किसी भी रूप में कम हो जाते हैं, तो यह शर्त की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के अंतर्गत जो भारतीय जीवन बीमा निगम नियम कर प्रविष्टि का संदाय करने में असमर्थ रहता है और पालिसी को व्यापक हो जाने दिया जाता है, तो कुछ शर्त की जा सकती है।

11. नियोजक द्वारा प्रविष्टि के संदाय में किये गये किसी व्ययक्रम की की दशा में उन सूत-संस्थाओं के नाम निर्देशिकाओं या विधिक बरिसों को यदि यह कुछ न हो गई हो तो, उक्त स्कीम के अंतर्गत होने। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अंतर्गत जाने वाले किसी संस्था की मृत्यु होने पर उनके हकदार नाम निर्देशिकाओं/विधिक बरिसों को बीमाकृत स्कीम या संदाय व्यवस्था में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत स्कीम प्राप्त होने के एक नाम के भीतर सुनिश्चित करेगा।

[संस्था सं. 35014/7/88-एस.एस.]

S.O. 2741.-Whereas Messrs The Municipal Co-operative Bank Limited, Municipal Office Compound, Danapith, Sardar Vallabhai Patel Road, Ahmedabad-380001. (GJ/14378) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption shall be liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium or the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/87-88-SS.II]

नई दिल्ली, 28 अगस्त, 1988

सं. सं. 2742 --कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार एन.ए. 1-0-88 की उस तारीख के रूप में नियत करती है, जिसमें उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के विषय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (i) और धारा 77, 78, 79 और 81 के विषय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्राप्त होंगे, यथा:-

"जिला उत्तरी आरकोट में तालुक वेलोर के राजस्व ग्राम की तालुक, उतायानम, माथवेली, मेलापुरम और वीरुपार्थपुरम और तालुक गच्छीपल्लव के राजस्व ग्राम कसरी के अंतर्गत होने वाले क्षेत्र"।

[सं. एस-38013/30/88-एस.एस.]

ने के सहायक, अवर सचिव

New Delhi, the 26th August, 1988

S.O. 2742.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 1988 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :

"Area comprising Konavattam, Edayansathu, Sat'uvachari, Rengapuram and Virupakshipuram revenue villages in Vellore Taluk and Katpadi revenue village in Gudlatham Taluk in North Arcot District"

[No. S-38013/30/88-SS.I]

A. K. BHATTARAI, Under Secy.

का.प्र. 2743—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ने मैसूर सिंगरेनी कोलियरीज कंपनी लि. बेल्लम्पल्ली के प्रबंधन के सम्बन्ध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण द्वैधावाद के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-8-88 को प्राप्त हुआ था।

S.O. 2743.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Singareni Collieries Co. Ltd. Bellampalli and their workmen, which was received by the Central Government on the 11th August, 1988.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL HYDERABAD

Dated, the 18th July, 1988

Industrial Dispute No. 21 of 1987

BETWEEN

Workmen of Singareni Collieries Company Limited,
Bellampalli, District Adilabad.

AND

The Management of Singareni Collieries Company
Limited, Bellampalli, District Adilabad.

APPEARANCES :

None—for the workman.

Sri K. Srinivasa Murthy, Miss G. Sudha and V. Usha
Rani, Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-21812/59/86-D.III (B) dated 28th April, 1988 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of S. C. Co. Ltd., P.O. Bellampalli, Dist. Adilabad and their workmen to this Tribunal for adjudication :

"Whether the action of the Management of Singareni Collieries Co. Ltd., in removing the name of Shri I. Peter, Driver of Main Stores, Bellampalli from the rolls of the Company on 11-2-1981 is justified ?

If not, to what relief the workman is entitled ?"
This reference was registered as Industrial Dispute No. 21 of 1987 and notices were issued to the parties.

2. The claim statement filed by the President of Tandur Coal Mines Labour Union (INTUC) Bellampalli runs thus : Sri I. Peter Driver, Bellampalli Stores was appointed in the S.C. Co. Ltd., on 31-1-1985. He was working as a Driver in the Main Stores, Bellampalli. When he proceeded on leave from 13-10-1980 to 10-1-1981 due to some family troubles he was not able to attend his duties after expiry of leave. His name was removed from the rolls by the Management w.e.f. 11-2-1981 under Company's Standing Order 11(c), this was done without any prior intimation. Sri Syed Khasim, Welder, K. K. Workshop went on leave for two months upto 24-8-1980 he had to rejoin duty after expiry of on 25-8-1980. He did not rejoin duty and his name was also removed from the rolls of the Company under Standing Order 11(c) w.e.f. 6-9-1980. In spite of several representations made by Sri I. Peter, the Management did not reinstate him. After 3-1/2 years Syed Khasim, Welder raised an industrial dispute through S. C. Engineering Workers Union and in the conciliation proceedings the Management agreed to provide him the same job and appointed him in Category VI vide letter dated 11/14-3-1984. In the case of I. Peter the Company has shown discrimination by not considering his case for reinstatement. His claim stands on the same footing as that of Syed Khasim. This sort of discrimination amounts to unfair labour practice.

Sri I. Peter again represented for reinstatement by his application dated 11-5-1984 the Management did not give any reply. The Union then represented the case to the Executive Director on 5-11-1984 but there was no response. Then industrial dispute was raised by the Union. The Conciliation proceedings took place and the Assistant Labour Commissioner (Central) sent the failure report on 20-1-1986. The Management delayed in submitting its views.

4. The Management entered into an agreement on 29-1-1981 to reinstate all workmen who lost jobs under Standing Order 11(c) on or before 29-1-1981. The Union submitted a list of such workmen to the Management. Sri I. Peter was removed from service on 11-2-1981. The question of including his name in that list does not arise, as his termination was subsequent to 29-1-1981. For the various peoples whose names in the list were submitted by the Union the Company passed orders reinstating. On the other hand the Management removed I. Peter under Standing Order 11(c) w.e.f. 11-2-1981, this clearly shows a discriminating attitude and unfair labour practice. Shri Syed Khasim who lost his job before 29-1-1981 was also not included in the list submitted by the Union but his case was considered and he was reinstated on 14-5-1984. This clearly shows that the workmen removed under Section 11(c) were reinstated by the Management though their names were not included in the list submitted by the Union. It is learnt that as per Company's Standing Orders persons who were removed under S.O. 11(c) are put in the list of badlies but the Management did not honour this principle in the case of I. Peter. This clearly indicates that the Management is acting as per likes and dislikes. While recruiting new vehicle drivers, it is injustice to remove experienced people like I. Peter. This clearly indicates that the Management is victimising I. Peter. Syed Khasim and I. Peter were removed from service for the same reason but the Management reinstated Syed Khasim and refused to reinstate I. Peter. This is an act of anti-labour practice and it is also an administrative fault. In these circumstances the Tribunal may be pleased to order the Respondent to reinstate I. Peter just as the Company reinstated Syed Khasim.

5. The counter filed by the Respondent-Management runs thus :—The Respondent denies various allegations in the claim statement. The petitioner is put to strict proof of the same. Without prejudice to the rights of the Respondent it is submitted that Tandur Coal Mines Labour Union which is affiliated to INTUC espoused the cause of I. Peter. It is submitted that at a very belated stage the claim is espoused by the Union. The claim is a stale claim and hence it should be rejected. The reference is submitted after seven years. It is now well settled that a stale claim cannot be referred for adjudication. 1964 (1) L.J. page 622 is the authority for this proposition. The claim being a stale claim, Government has no jurisdiction to refer the dispute

for adjudication. The claim is referred after 7 years. The Supreme Court itself held that three years delay in making a reference must be treated as stale and the reference should be quashed.

6. It is true that I. Peter was originally employed on 31-1-1955. He applied for leave from 13-10-1980 to 10-1-81 as there was no leave to his credit. He was granted leave on loss of pay. After expiry of his leave period he has not chosen to report for duty nor has he asked for extension of leave on any ground including sickness. Thus he has abandoned service. As there was no intimation to the Company, the Company had no alternative except to take action under Standing Order 11(c). Thus he lost lien on the job. Whenever a permanent employee lost lien on the job and approaches the Management for a job on sympathetic grounds, the Management will keep him in badli list and provide him employment. Accordingly in each case disciplinary action will be initiated. So far as the present workman is concerned, there was no intimation at all till May 1984. So the question of posting him in badli list does not arise. The workman I. Peter cannot compare his case with the case of Syed Khasim. Welder who was also removed under Standing Order 11(c). Syed Khasim case was considered on merits and he was granted relief. No discriminatory attitude was adopted by the Management in so far as I. Peter is concerned. It is learnt by the Management that I. Peter obtained leave including leave on loss of pay and went abroad for better employment. After doing service in other Country he came back and filed an application in 1984. If his claim is a genuine claim he would have made representation immediately and asked for atleast providing employment in badli list. Sri I. Peter suppressed the material facts and chose to give representation for the first time on 11-5-1984 and the Union espoused his cause in November, 1984. From 1984 to 1986 it went on in conciliation and ultimately conciliation failed and the dispute was referred to the Tribunal. Even during the time of conciliation, the Management had no knowledge of whereabouts of I. Peter. The agreement dated 29-1-1981 between the Union and the Management cannot be made applicable in the case of I. Peter. That agreement applies only to the workers who were removed under Standing Order 11(c) prior to 29-1-1981. During the period from 10-1-1981 to 10-2-1981 the Management was fondly hoping that the employee will come back to duty. As he failed to come back to duty his name was removed from the rolls on 11-2-1981. His name was removed from the rolls as his case does not come within the purview of the Agreement dated 29-1-1981. In the list of names submitted by the Union the name of I. Peter was not found. The agreement dated 29-1-1981 was entered into with a view to maintain industrial peace. The Union submitted 23 names and their case were considered and they were reinstated. The Management fully acted as per the settlement. The case of I. Peter cannot be treated as one covered by settlement. The Union is estopped from raising this dispute. The allegation that the Management adopted a discriminatory attitude towards I. Peter while permitting Syed Khasim to report to duty is not correct. Syed Khasim case was considered not as per the agreement dated 29-1-1981 but it was considered as Engineering Workers' Union espoused this cause before the Regional Labour Commissioner when it issued strike notice. In this strike notice one of the demands is reinstatement of Syed Khasim. In the case of I. Peter none of the Unions espoused his cause. Under no circumstances can Peter claim parity of treatment with Syed Khasim. Sri I. Peter illegally enriched himself by remaining in the Company service and taking employment outside India. Now as he has chosen to give false grounds and he wants to return to duty. Up to 11-5-1984 he never gave representation. The entire case is based on false allegations. The workman is not entitled to be reinstated nor is he entitled to claim reimbursement of back wages, and much prejudice will be caused to the Management if such sort of disputes are entertained either by Government or by this Court. Having enjoyed a profitable job without informing the Management, he has now chosen to come back and he is now time to make a stoppage arrangement which is illegal under the law. All the materials and facts are suppressed by the employee. He has gone to the Tribunal with unclean hands. Sri S. Nagiah Reddy who signed the claim statement is not competent to represent the Union as the Management received information from the registrar of Trade Unions that Sri B. Venkat Rao is elected as the working President of the Union and Sri Sanjeeva Reddy is the President of the Union. As such the

very claim is not filed by the competent person. On this ground also the claim has to be rejected. In any view of the matter the Tribunal may be pleased to dismiss the petition.

7. The point for consideration in this industrial dispute is whether the action of the Management in removing the name of the workman I. Peter from the rolls of the Company under Standing Order 11(c) is justified? If not, to what relief the workman is entitled?

8. In this industrial dispute after the claim statement has been filed and after the counter was filed, the worker never attended the Tribunal when the matter was posted for enquiry and on a few occasions Sri S. Nagiah Reddy, President, Tander Coal Mines Labour Union attended the Tribunal. On 2-4-1988 and 2-5-1988 there was none present on behalf of the worker and then the worker was set exparte. Then the enquiry was conducted exparte.

9. M. W1 the Deputy Personnel Manager gave evidence with the help of records. According to this witness the worker applied for leave from 13-10-1980 to 10-1-1981 and after the expiry of leave he was absconding and he never sent any leave application or intimation. After waiting for one month on 11-2-81 his services were terminated under Standing Order 11(c). On 11-5-1984 for the first time the workman gave Ex. M1 representation and requested the Management to take him into service. For three years and three months there was no request or representations from the worker. Subsequently conciliation proceedings took place and they ended in failure. M. W1 speaking about the case of Syed Khasim and the case of the present workman clearly deposed that there is absolutely no parity between these two cases. While Syed Khasim's case was espoused by the Union the petitioners claim for reinstatement was not supported by the Union and only at a later stage the Union espoused his cause. As regards the claim based upon the settlement between the Management and the Union's on 29-1-1981 as evidenced by Ex. M3 the witnesses states that under this Settlement all people who abandoned service and were removed under Standing Order 11(c) are to be considered for a reinstatement when they approach the Management within one year. Ex. M3 settlement does not apply to I. Peter whose services were terminated subsequent to the agreement; even otherwise I. Peter did not approach the Management for three years and four months. He does not have any right to be considered for reinstatement. The witness further added that when the Management dealt with the cases of Syed Khasim, Golla Veeriah and T. Narayana, I. Peter was not present, his case was not at all espoused by the Union. In this case I. Peter came to the office on 10-4-1986 and put an application for payment of gratuity. After the papers were processed and money was kept ready to be paid, he did not come and receive it. All this is evidenced by Ex. M6 to M8.

10. If we consider the documentary evidence and the facts of this case we find that under no circumstances the petitioner I. Peter is entitled to any relief in this dispute. Ex. M1 is the first representation given by him on 11-5-1984 requesting the Management to reinstate him. In this he claims that due to some family circumstances he went to his village and could not come back after expiry of leave and hence his services were terminated under Standing Order 11(c). He does not explain where he was between 11-1-1981 and 11-5-1984. He does not also explain why he could not send any communication to the Management regarding his inability to attend to duty. Ex. M2 is the gist of management views given at the time of conciliation proceedings. It is clear from the reading of Ex. M2 that unless the person comes and approaches the Management within a year from termination of the lien, there is no question of his claims being considered even for being entertained as badli worker. If he approaches the Management within ten days after expiry of lien and gives a satisfactory explanation then he is automatically entitled to be kept in badli list. I. Peter did not report to the Management for consideration for badli before the expiry of one year. Hence there is no scope for his being reinstated into service. Ex. M3 the settlement between the Unions and the Management it is dated 24-1-1981. Under this settlement Clause (9) deals with reinstatement of dismissed, resigned or removed employees who lost lien under Standing Order 11(c).

Clause (a) deals with Standing Order 11(c) cases. This clause clearly stipulates that persons whose names have been removed under Section 11(c) will be entertained as badli only in case they approached the management within a period of one year from the date of termination of their lien. Those who did not turn up within one year will forfeit their claim to be entertained as badlis. As a special case workers who lost their lien in their job after 1974 can approach the respective Divisional Superintendents within one month to be entertained as badli and their cases will be considered subject to the following conditions :

- (i) They must have put in minimum satisfactory service of 6 months before they lost their lien on the job.
- (ii) They should be physically fit to be confirmed by the Medical Officer.

The case of the present petitioner I. Peter does not come under clause 9(a) of the Settlement he forfeited his right even to be considered for badli because he approached the Management 3 years and 4 months after his lien was terminated. Ex. M4 clearly shows that the case of Khasim, Golla Veeriah and T. Narayana was espoused by the Union and it was one of the demands in a strike notice. The Management with a view to purchase industrial peace agreed for this demand No. 43 and reinstated these three employees treating the period of absence as leave without pay. I. Peter cannot claim parity of treatment with Khasim. It is now in the evidence that the Union did not espouse the cause of I. Peter and only at a later stage the Union came to support the claim of I. Peter. Ex. M5 shows that the order dated 11-2-1981 terminating his lien was sent by post to the known address and it was returned undelivered. Exs. M6, M7 and M8 clearly indicate that on 10-4-1986 I. Peter approached the office and put an application for payment of his gratuity, and the matter was duly processed and calculations were made for settlement of the accounts but ultimately the worker did not come and receive the amount though the money was kept ready. Ex. M7 shows that the gratuity amount was determined as Rs. 12,292.00. Ex. M8 shows that various calculations have been made and the total amount payable was determined. Ex. M9 is the service record of the workman.

11. Judged from whatever angle it is quite clear that in this case the Petitioner is not entitled to be considered for reinstatement. He is not entitled to be considered even to be kept in the list of badlis because he never approached the Management within one year of the termination of the lien. His dispute is not espoused by the Union and he cannot claim parity of treatment with Khasim and his case of reinstatement. The record shows that Khasim approached the Union and the Management within one year from the date of termination of lien and his case is covered by settlement between unions and management. He has also approached the Management within one year of the termination of his services. The worker has not given any explanation about his inability to attend to duties between 11-2-1981 and 11-5-1984. He has not even explained his whereabouts and according to the evidence when similar cases were considered, his whereabouts were not known even to the Union. There is some material with the Management though it is not marked in the evidence to indicate that this worker exhausted his leave in the company and then absconded as he was away and chose to go abroad for better employment and in 1984 he came back and filed his application for his reinstatement. Obviously this worker abandoned the services of the S. C. Co. Ltd., seeking greener pastures abroad. Perhaps this is the reason why he has not chosen to explain the reason for his absence and he did not mention about his movements for the intervening period of three years and four months. Judged from whatever angle the Petitioner is not entitled to any relief and the action of the Management is perfectly justified. I may also observe in passing that Sri S. Nagesh Reddy who filed the claim statement on behalf of the petitioner does not seem to have locus standi to represent the worker as Sri B. Venkat Rao was elected as President of the Union which espoused the cause of the petitioner.

12. It should also be remembered that in this case the claim is a stale claim made by the worker after lapse of three years and four months and it is referred to the Tribunal after

a lapse of six years. Following the principle laid down in 1964 (I) LLJ, page "622(VAZIR SULTAN TOBACCO CO. LTD. v. STATE OF ANDHRA PRADESH) I hold that the Tribunal should reject this belated reference on the ground that it was a stale claim. In 1959 (II) LLJ page 26 (SHALIMAR WORKS LTD. v. THEIR WORKMEN) The Supreme Court held that a lapse of four years itself is objectionable and the claim became a stale claim. The delay of six years in this case certainly makes the claim a stale claim.

13. In the result I answer the reference as follows :—
The action of the Management of Singareni Collieries Company Limited in removing the name of Shri I. Peter, Driver of Main Stores, Bellampalli, from the rolls of the Company on 11-2-1981 is justified. The workman is not entitled to any relief.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 18th day of July, 1988.

INDUSTRIAL TRIBUNAL

Appendix of Evidence

Witnesses Examined
for the Workman :

Witnesses Examined
for the Management :

NIL

M.W1 K. V. Subba Rao

Documents marked for the Workman :

NIL

Documents marked for the Management :

Ex. m1 True copy of the representation dt. 11-5-84 made by I. Peter to the Executive Director, S. C. Co. Ltd Bellampalli.

Ex. M2 View of the management.

Ex. M3 Photostat copy of the Memo of Settlement dt. 29-1-81 arrived at under Section 12(3) of the I. D. Act between the Management of S. C. Co. Ltd., and their workman represented by S. C. Workers' Union, T.C.M.L. Union, Singareni Collieries Employees Union and A. P. Colliery Mazdoor Sangh.

Ex. M4 Photostat copy of the Minutes of the discussions held on 13-3-84 and 14-3-84.

Ex. M5 Unserved registered cover with acknowledgement.

Ex. M6 Letter dt. 19-4-88 of C. A. (C&T) S. C. Co. Ltd, to G. M. (P) BPA with regard to Gratuity claim of I. Peter.

Ex. M7 Gratuity form pertaining to I. Peter.

Ex. M8 Application for Gratuity by I. Peter along with Gratuity verification memo, termination order etc.,

Ex. M9 Service Book pertaining to I. Peter.

D. J. Jagannadha Raju, Presiding Officer

[No. L-21012/5986-D.III(B)]

का.प्र. 2744.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार व मैजिस्ट्रेट सिंगरेनी कोलियरीज कम्पनी लि. के बीच एरिया-1 के प्रबंधन के संबंध में निरीक्षणों और उनके कर्मचारियों के बीच, समझौते में निष्पक्ष औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक कर्मियों, के संघर्ष को प्रकाशित करती है जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2744.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Hyderabad, in the industrial dispute between the employers in relation to the management of Ms. Singareni Collieries Co. Ltd., Godavari Khani, Area-I and their workmen, which was received by the Central Government on the 11th August, 1988.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

Dated, 27th July, 1988

Industrial Dispute No. 20 of 1987

BETWEEN

Workman of Area I, S. C. Co. Ltd.,
P. O. Godavari Khani,
Karimnagar District. (A.P.)

AND

The Management of Area I,
S. C. Co. Ltd., P. O. Godavari Khani,
Karimnagar District. (A.P.)

APPEARANCES :

Sri D. Jagan Mohan Rao, Counsel for the Workmen,
M/s. K. Srinivasa Murthy, G. Sudha, P. Dhanam-
jaya and V. Usba Rani, Advocates for the Manage-
ment.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-21012/61/86-D.III(B) dated 28th April, 1987 referred the industrial dispute under Sections 10(1) (d) and (2A) of the Industrial Disputes Act 1947 between the employers in relation to the management of Area-I, Singareni Collieries Company Limited, P. O. Godavari Khani, Karimnagar District, A.P. and their Workman to this Tribunal for adjudication :

“Whether the action on the part of the Management of M/s. Singareni Collieries Co. Ltd., Godavari Khani, Area-I in dismissing Shri Rasheed Baig, Driver, Vide Order No. P. Rg.1/28/1106 dated 27-8-84 is legal and justified ?

If not to what relief the workman is entitled ?

This reference was registered as Industrial Dispute No. 20 of 1987 and notices were issued to the parties

2. In this industrial dispute on 13th June, 1988 this Tribunal pronounced the preliminary order deciding the question of validity of the domestic enquiry. The Tribunal came to the conclusion that the enquiry is perfectly valid and then the matter is posted for adjudication on merits. The averments in the claim statement and the counter and the various facts have been set out in detail in the preliminary order dated 13-6-1988. It would be unnecessary repetition to set out the pleadings once again in this Award. However I shall briefly state the gist of the claim statement and the counter for the sake of fullness of facts.

3. The Petitioner has been working as Heavy Motor Vehicle Driver from 29-4-1979. On 3-3-1984 he was on duty on Lorry No. APR2199, at about 11.00 P.M. he left the vehicle and went away without handing over the charge to anybody. The Driver who came to perform duty on this vehicle in third shift found that the vehicle was missing. A search was conducted in the night but the vehicle could not be traced. On the next day the vehicle was found abandoned at a place near the Filter Bed. When the delinquent came for duty on 4th he was taken to the vehicle and it was found that the two batteries and self-starter of the lorry were missing. Then 2183 GI/88—14

the matter was reported to the Police, the Police investigated the case to some extent and then did not pursue the matter, then the Management conducted departmental enquiry and on the basis of the departmental enquiry as the charges were proved he was dismissed from service. In this dispute he claims that the enquiry conducted is a farce and that the charges levelled against him are false and that his dismissal is illegal and improper and that he should be reinstated with continuity of service and with full back wages.

4. The Management resisted the claim on various grounds. The Management claimed that this delinquent was never performing satisfactory service, his probation period was extended by six months, for several acts of misconduct charge sheets were issued to him and punishments were awarded. In fact his service was terminated on 29-1-1980 but subsequently on humanitarian grounds he was reinstated. Subsequently also his record of service is very bad and he is a habitual delinquent employee. The Management claimed that for the incident on 3-3-1984 a domestic enquiry was conducted in strict accordance with the principles of natural justice giving adequate opportunity to the delinquent to represent his case. The charges were found proved and there was abundant evidence to establish the guilt of the delinquent. On 3-3-1984 he left the vehicle somewhere and went away without handing over charge to anybody. The vehicle was found missing and search proved ineffective. The case was reported to the Police. Subsequently the vehicle was found abandoned near the Filter-Bed and it was found that the batteries and selfstarter were removed. The delinquent petitioner committed theft of these articles. The delinquent fully participated in the enquiry and the guilt of the delinquent was fully established. Considering the past conduct of the delinquent and the grave misconduct committed by the delinquent he was rightly dismissed. He is not entitled to any relief in this dispute.

5. The points for consideration are :

- (1) Whether the domestic enquiry is valid and the misconduct of the delinquent is proved ?
- (2) If the Tribunal comes to the conclusion that the misconduct of the delinquent is proved whether the punishment of dismissal is not justified and whether he is entitled to for lesser punishment by reason of Section 11-A ?

6. POINT 1:—Now in this case the Tribunal has gone into the question of the validity of the domestic enquiry and in an elaborate order passed on 13-6-87 the Tribunal came to the conclusion that the enquiry conducted is perfectly valid and it is not in any way vitiated. The evidence adduced in the enquiry has been discussed in detail and it was found that the delinquent was given ample opportunity to represent his case and that the evidence adduced by the Management fully established the misconduct of the delinquent. I hold Point 1 in favour of the Management.

7. POINT 2 : The next question that has to be considered is the quantum of punishment. Sec. 11-A of the I. D. Act which was introduced in 1984 is an enabling provision under which where Tribunal dealing with the industrial dispute relating to discharge or dismissal of a workman, is entitled to go into the question of quantum of punishment when the Tribunal is satisfied that the order of discharge or dismissal is not justified. In such circumstances without going beyond the material on record, the Tribunal is entitled to award any lesser punishment in lieu of discharge or dismissal taking into consideration the circumstances of the case. The proviso to Section 11A of the I. D. Act clearly contemplates that for this purpose of deciding the matter under Section 11A the Tribunal shall only rely upon the material on record and shall not take any fresh evidence in relation to the matter. I shall now judge the case bearing in mind the scope and ambit of Section 11-A.

8. In this particular case the charge sheet issued on 5-3-1984 makes the following allegations. “You were on duty on second shift on 3-3-1984 on Lorry No. APR 2199 at about 10.30 P.M. you brought the lorry back to C.S.P. 1

from 18 M.W Power House and placed near the C.S.P. 1 Office and left without giving any charge to the third shift Driver or to any one who was incharge of the Unit. You went away without giving any charge leaving the lorry uncared for. The third shift Driver Sri. Ramachander reported that the lorry was not found and on 4th it was found on the road near the Intake well. On checking it was found that two batteries and self-starter were missing. The value of the missing items are Rs. 5,000.00. This at on your part amounts to misconduct under Company's Standing Orders 16(2) and 16(9). Standing Order 16(2) deals with theft, fraud or dishonesty in connection with Company's business or property. Section 16(9) deals with causing damage to work in progress or the property of the Company. When we read the record of enquiry we find that there is no allegation to the effect that the delinquent committed theft of the missing items. The charge sheet allegations and the evidence on record only go to the extent of showing that as a result of the delinquent leaving the lorry without handing over charge to anybody on 3rd night resulted in the vehicle being taken away and some parts being stolen. Who exactly stole the parts is not established nor any effort was made to show that this Driver committed theft of these articles. The fact remains that his negligence resulted in loss of Company property. When we read the record of enquiry we find that there is no evidence to indicate how exactly the lorry was removed from C.S.P. 1 premises after the delinquent left it without handing over the charge to any one. There is every possibility for somebody else taking advantage of the delinquent not handing over charge and leaving the vehicle at that place it is quite possible that somebody else took the vehicle abandoned it near the Filter-bed and intake well after stealing batteries and self-starter. There is also no evidence to show that during the night when they searched for the vehicle and on the morning of 4th when they searched for the vehicle Company's authorities tried to contact the delinquent and find out where he left the lorry. What exactly is the investigation done by the Police is also not placed on record. Infact no papers relating to the Police investigation on this case were produced in the domestic enquiry in this proceedings. In such circumstances it cannot be said with certainty that the delinquent is guilty of theft of the Company's property but at the same time it can safely be said that the negligence of the delinquent in leaving the lorry in C.S.P. 1 and going away without informing anybody has given rise to the theft of two batteries and self-starter. It is a case of negligence of the delinquent contribution for the loss of Company's property. The charge can rightly be put under Clause 16(6) habitual negligence or neglect of work and it can also be treated as Misconduct under Clause 16 (18) which deals with leaving the work without permission.

9. Considering the entire record of the proceedings of inquiry, there is no doubt about the fact that the delinquent was negligent and his negligence lead to loss of company's property. There is also ample material on record to indicate that the previous record of the employee is not very satisfactory. He suffered certain minor punishments and once he was terminated from service and reinstated on humanitarian grounds. He has already suffered for the earlier mistakes, it would be proper to take into consideration, his earlier mistakes to impose heavier penalty for this misconduct. Considering all the facts of the case I feel that this is a fit case in which the order of dismissal dated 27th August, 1984 should be set aside and in lieu of it the lesser punishment of reduction of pay by three increments should be imposed. He should also be deprived of his back wages.

10. In the result I hold on Point 2 that in exercise of my powers under Section 11-A of the I. D. Act the punishment of dismissal should be set aside and in lieu of it he is directed to be reinstated imposing punishment of reduction of three annual increments. He will be entitled to the benefits of continuity of service but he will not be entitled to any back wages especially in view of the fact that he did not show improvement inspite of his being punished earlier.

11. I answer the reference as follows.—The action of the Management in dismissing Sri. Rasheed Baig, Driver under Order dt. 27-8-1984 is not justified. He is certainly guilty of the negligence. Invoking my powers under Section 11-A of the I. D. Act, I hold that in lieu of dismissal, the lesser

punishment of reduction of pay by three annual increments should be imposed and he should be reinstated without back wages.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 27th day of July, 1988.

D. J. JAGANNATH RAJU, Presiding Officer

[No. I-21012/61/86. D.II(B)]

R. K. GUPTA, Desk Officer

Appendix of Evidence

Witnesses Examined
for the Workman
W. W1 Md. Rasheed Baig.

Witnesses Examined
for the Management :
M. W1 N. Sree Rama Murthy

Documents marked for the Management

- Ex. M2 Explanation dt. 14-3-84 submitted by Md. Rasheed the Assistant Engineer, C.S. Plant, S.C. Company Limited, Godavari Khani.
- Ex. M2 Explanation dt. 14-3-84 submitted by Md. Rasheed Baig to the Asst. Engineer, C.S.P. 1 8/GDK.
- Ex. M3 Enquiry Notice dt. 29-3-84 issued to Rasheed Baig by the Colliery Manager, GDK Incline.
- Ex. M4 Enquiry Proceedings.
- Ex. M5 Enquiry Report.
- Ex. M6 Dismissal Order dt. 27-8-1984 issued to Rasheed Baig by the Additional C.M.E., R.G.I.
- Ex. M7 Photostat copy of the conciliation proceedings held on 26-2-1986

Documents marked for the Workman :

NIL

का.प्र. 2745:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूच में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लि. का गोधर कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (मं. 2) धनवाद के पंखाट को प्रकाशित करती है, जो, केन्द्रीय सरकार का 17-8-88 का प्राप्त हुआ था।

S.O. 2745.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to Godhar Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on 17-8-88.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 205 of 1986

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Godhar Colliery of Kusunda Area of M/s. Bharat Coking Coal Ltd. and their workmen.

APPEARANCES :

On behalf of the workman: Shri J. P. Singh, Advocate.

On behalf of the employers: Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 11th August, 1988

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(389)/85-D.III(A), dated, the 6th June, 1986.

SCHEDULE

"Whether the action of the management of Godhar Colliery of Kusunda Area of M/s. Bharat Coking Coal Ltd. in superannuating Shri Sheopujan Tewari, Ex-Munshi from service with effect from 1-7-1985 is justified? If not, to what relief the workman concerned is entitled?"

The case of the workmen is that the concerned workman Shri Sheopujan Tewari was first appointed in Sendra Colliery of M/s. Bird and Co. in September, 1948. M/s. Bird and Co. sold the said colliery to Hind Seeper Co. in 1954. The said colliery was closed in 1969 and thereafter the proprietor of Hind Seeper Co. transferred all the workmen of Sendra colliery to their other collieries Nawadih Kusunda. In 1971 the ownership of Nawadih Kusunda was transferred to M/s. BCCCL after nationalisation of the coal industry by the Govt. of India. In October, 1975 the concerned workman was transferred from Nayadih Kusunda to Godhar Colliery.

The private colliery company used to maintain the statutory Form B Register who had to record the name, the date of birth and other particulars in it but the private management were actually not recording the date of birth of the workmen at the time of their appointment. The workmen were not required to produce evidence regarding their date of birth or age at the time of their appointment. The private colliery proprietors used to rectify the age or date of birth at any time before superannuation if the date of birth shown in Form B Register was not consistent with any documentary evidence produced by the workmen. The workmen therefore did not care regarding the entry of the date of birth in Form B Register. The concerned workmen had no idea regarding the entry of the date of birth by Bird & Co. in Form B Register at the time of his first appointment in 1948. M/s. BCCCL for the first time prepared the Form B Register showing arbitrarily the date of birth of the concerned workman as 1-7-1925. In 1975 when the concerned workman was transferred to Godhar Colliery his identity card did not mention the date of birth recorded in Form B Register of Nayadih Kusunda Colliery and as such it was sent back for giving the requisites. Even then Sl. No. of identity card was mentioned as 36 and the Sl. No. of Form B Register as 46. The date of birth of the concerned workman as recorded in Form B Register of Godhar Colliery of M/s. B.C.C.L. as 1-7-1925 cannot be accepted as correct. The concerned workman made several representations before the management for rectification of his age on the basis of his school leaving certificate

but the management did not accept it. Such demand was also made in 1977 when the colliery doctor examined the concerned workman. The doctor was of the opinion that it was a case of medical board but even then the management refused to send the concerned workman to the Medical Board for the assessment of his correct age. Thereafter the union of the concerned workman took up the matter with the management but the management did not resolve the dispute and then the union raised an industrial dispute. The conciliation before the Conciliation Officer failed and thereafter on submission of the failure report before the Government of India, the present dispute was referred to this Tribunal for adjudication.

The actual date of birth of the concerned workman is 1-7-1929 and his age has been wrongly entered in Form B Register as 1-7-1925. In view of the above facts the management should have referred the concerned workman for the determination of his age to the Medical Board. On the above facts it has been submitted that the action of the management in superannuating the concerned workman with effect from 1-7-1985 is not justified and it is prayed that he should be reinstated with effect from 1-7-1985 with back wages and other emoluments admissible to him.

The case of the management is that the date of birth of the concerned workman recorded in Form B Register is 1-7-25. Form B Register is a statutory register maintained under Section 48 of the Mines, Act, 1952. The entries made in Form B Register was duly accepted by the concerned workman by putting his signature which itself is a conclusive proof regarding correctness of the entry of date of birth of the concerned workman in Form B Register. The concerned workman was superannuated on attaining the age of 60 years with effect from 1-7-1985 and he cannot have any grievance against the management. The concerned workman has obtained some false school leaving certificate and has raised the present demand asserting that he had not attained the age of superannuation on 1-7-85. The concerned workman has failed to make out any case of anomaly showing different date of birth entered in different statutory register so that his demand for sending him to Medical Board could be considered. In the absence of any case of anomaly, no workman is sent to a Medical Board for verification of his age. As per JBCCI's circular the age recorded in Form B Register is binding to all the workmen in the absence of any anomaly. On the above facts it is submitted that the concerned workman is not entitled to any relief and that the present dispute has been initiated in the spirit of gambling in litigation.

The point for consideration in this case is whether Shri Sheo Pujan Tewari was rightly superannuated from service with effect from 1-7-1985. In other words we have to find whether the date of birth of the concerned workman was 1-7-1925 or 1-7-1929.

The management and the workmen have each examined one witness in support of their respective case.

The management have got their documents marked Ext. M-1 to M-3 and the documents of the workmen are marked Ext. W-1 to W-4.

Before discussing the real issue, it will now appear from the evidence of WW-1 Shri Sheo Prasad Tewari that the concerned workman Shri Sheo Pujan Tewari died on 22-11-87. The concerned workman therefore is not now alive.

It is the admitted case of the parties that Shri Sheo Pujan Tewari was an ex-Munshi working since September, 1948. It is also admitted that the concerned workman was superannuated with effect from 1-7-85. According to the case of the management, the date of birth of the concerned workman was 1-7-1925 and as such he was superannuated with effect from 1-7-1985 on completion of the age of superannuation which is 60 years. The case of the workman, on the other hand, is that the date of birth of the concerned workman was 1-7-1929 and as such his date of superannuation would be 1-7-1989 and that the concerned workman was prematurely superannuated from service.

The management examined MW-1 Dr. N. Sharma. Since 1983 he is the Medical Superintendent and he took the charge of Kusunda Area in 1985. He has stated that there is a screening committee of which he is a member. His evidence shows that the concerned workman was examined on 27-6-85 by the Screening committee consisting of Shri S. N. P. Sinha, Area Personnel Manager, Shri B. N. Tewari and this witness. The said screening committee found the age of the concerned workman above 60 years on the date of consideration. He has exhibited the original report Ext. M-1 dated 27-6-85 bearing the signature of the 3 members of the screening committee and also the LTI of the concerned workman. The attested photograph forms part of the report. It will appear from his evidence in the cross-examination that the screening committee was not an age determination committee but it was only an Area screening committee. MW-1 was the only doctor in the Area screening committee. It will appear from his evidence that the screening committee did not take any X-ray of the concerned workman. The committee did not ascertain if the ossification of bone of the concerned workman was completed at the time of their screening. He has stated that the committee gave an approximate age in the report and no scientific test was taken in ascertaining the age of the concerned workman. On reference to Ext. M-1 which is the report of the screening committee it will appear that no scientific test was taken of the concerned workman to determine his age and the committee had ascertained the approximate age of the concerned workman by appearance. It is thus clear that the report of the screening committee is not at all a scientific determination of the age of the concerned workman. The assessment of age of any person by appearance is most deceptive and such assessment of age cannot be given weight as is given to the determination of age which is arrived at by a scientific test.

The workmen have filed photo copy of identity card Ext. W-1 granted to the concerned workman by Kusunda colliery. Ext. W-1 will show that the identity card Ext. W-1 was issued to the concerned workman on 10-12-73 in which the date of birth of the concerned workman is stated as 1-7-1925. It is thus clear that the concerned workman was holding an identity card with him which was issued by the management of Kusunda colliery in the year 1973 but the concerned workman did not raise any objection regarding the wrong date of entry of his date of birth in the identity card soon after the issuance of the identity card to him. The said identity card Ext. W-1 clearly shows that the date of birth of the concerned workman was mentioned as 1-7-1925. The management has filed photo copy of the identity card register marked Ext. M-2. The entry in Sl. No. 50407 in the identity card register Ext. M-2 is in respect of the concerned workman Shri Pujan Tewari in which his date of birth has been shown as 1-7-1925. The entry in identity card register is made on the basis of the particulars mentioned in Form B Register and the identity card issued to the workmen contains the particulars which are stated in the identity card register. Ext. M-3 is the photo copy from Form B Register of Kusunda colliery which was prepared in 1971. Sl. No. 36 of Ext. M-3 is in respect of the concerned workman in which the age of the concerned workman is noted as 46 years. It appears that on the basis of the age of the concerned workman noted as 46 years in 1971, the date of birth of the concerned workman was calculated as 1-7-1925. This Form B Register does not show the date of birth of the concerned workman and only his age is stated in it. It is clear therefore that the date of birth noted in the identity card register or the identity card in respect of the concerned workman is not entered in Form B Register and the said date of birth is a mere calculation on the basis of the entry of age in Form B Register. The entry of date of birth of the concerned workman in identity card register Ext. M-2 and the identity card Ext. W-1 does not present a case of anomaly on reference to the entry of the age of the concerned workman in Form B Register Ext. M-3 and the said entries do not appear to be inconsistent.

The workmen, however, have filed a School leaving certificate Ext. W-2 of the concerned workman. It will appear from

Ext. W-2 that the date of birth of the concerned workman was entered as 1-7-1929 in the school leaving certificate. This certificate Ext. W-2 has been exhibited on the basis of the evidence of WW-1 who is a younger brother of the concerned workman. He has stated that the school leaving certificate of Shri Sheo Pujan Tewari Ext. W-2 was issued under the signature of Shri Ram Surath Pandey, Head Master of the school. In cross-examination he has stated that he had not read in the said school under Shri Ram Surath Pandey, Head Master who had signed the school leaving certificate Ext. W-2. He was unable to say as to who had filled up the particulars in the said school leaving certificate. It will appear from the evidence of WW-1 that he had no occasion to identify the signature of the Head Master Ram Surath Pandey who is alleged to have signed the school leaving certificate Ext. W-2. There is no evidence that this School leaving certificate was ever shown or filed before the management for the purpose of correcting the date of birth of the concerned workman prior to his superannuation. The two other documents Ext. 4 and Ext. W-4/1 are petitions dated 5-8-77 and 30-5-85 filed by the concerned workman before the Manager Kusunda Nayadih colliery and Area General Manager in connection with the correction of the date of birth of the concerned workman. In Ext. W-4/1 it is stated that his date of birth is noted as 1-7-1929 in the identity card. The said identity card is marked Ext. W-3 in this case. The authenticity and correctness of the entries in Ext. W-3 appear to be very suspicious in view of the fact that it is written in different hands and different inks and also because of the fact that some entries have been made although there is no column meant for it in the said identity card Ext. W-3. On careful perusal of the said identity card Ext. W-3 it will appear that the name of the concerned workman is written in an ink different from the ink in which his father's name and occupation are written. Although there is no printed column in it the date of birth has been written in hand as 1-7-1925 in ink which appears to be similar to the ink in which the name of the concerned workman is entered in the identity card. No person has come forward to show that the entries in Ext. W-3 were made by employee of Sendra Colliery and that it bears the signature of the then Manager, Sendra Colliery. In my opinion the entry of date of birth of the concerned workman in Ext. W-3 is most suspicious and cannot be relied upon unless there is any corroboration regarding the same from any other document of the management.

Although there does not appear to be any discrepancy in recording of the date of birth of the concerned workman in the different statutory registers of the management, I would have considered the case of the concerned workman for referring him for the assessment of his age by the Medical Board but unfortunately the concerned workman expired and now the said method of referring the concerned workman to the Medical Board for the assessment of his age cannot be availed of and in its absence it is not possible for this Tribunal to come to a conclusion that the date of birth of the concerned workman as 1-7-25. None of the management's document had shown the date of birth of the concerned workman as 1-7-1929. I hold, therefore, that the action of the management in superannuating the concerned workman on the basis of the entry of his date of birth in the records as 1-7-25 appears to be quite justified and I see no reason to hold that the date of birth of the concerned workman was 1-7-1929.

In the result, I hold that the action of the management of Godhar Colliery of Kusunda Area of M/s. BCCI in superannuating the concerned workman Shri Sheo Pujan Tewari from service with effect from 1-7-1925 is justified and the concerned workman is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer

Central Government Industrial Tribunal (No. 2) Dhanbad

[No. L-20012/389/85-D.III(A)/D.IV(A)]